

## SURPARCEL TECHNOLOGIES LTD - TERMS AND CONDITIONS

These Terms and Conditions govern the relationship between Surparcel Technologies Ltd. and the user ("you" or "your") of our website and services.

The registered office address of Surparcel Technologies Ltd. is Unit 47, Trident Court, 1 Oakcroft Road KT9 1BD, United Kingdom.

It is your responsibility to ensure that the items you wish to send through our services are not Prohibited Items, as listed in our Prohibited Item list available at: <https://surparcel.com/#>.

If you send a Consignment containing Prohibited Item(s), we reserve the right to handle such items at our sole discretion without being liable to you or the recipient of the Consignment. Such items will not be covered by Parcel Protection for damage or loss, regardless of whether Parcel Protection is purchased. We may dispose of Prohibited Items, wholly or partially, as we see fit, and you may be charged for any reasonable costs incurred.

Certain items are classified as No Protection Items, as listed in our No Protection items list available at: <https://surparcel.com/#>. These items are carried without Parcel Protection for damage and are solely at your risk. We do not accept liability for any damage caused to or by No Protection Items through the use of our Service.

Certain items may require additional information from you before they can be sent using our Service. Please check your item against the more information required list available at: <https://surparcel.com/#>.

### Standard Terms of Contract

#### 1. Definitions

In these Terms and Conditions, where the following terms are used, they shall have the following meanings:

**"Agreement"** means these Terms and Conditions together with the Service Order.

**"Collection Point"** means the address at which a Consignment is received or collected by us.

**"Consignment"** means any item(s) which are, may be, or are intended to be, received by us from any sender at an address for us to carry and deliver to any recipient at any other address.

**"Damaged Consignment"** means a Consignment that is no longer in the condition in which it was received by us, or which is or becomes a health and safety risk.

**"Delivery Point"** means the address to which a Consignment is delivered by us.

**"Excepted Risks"** means:

- (i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or loot, sack, or pillage in connection;
- (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (iii) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of the same;
- (iv) pressure waves caused by aircraft and other aerial devices traveling at the speed of sound or faster; and/or
- (v) the absence, failure, or inadequacy of the packing or packaging used for a Consignment.

**"No Protection Item"** means a Consignment that is carried without Parcel Protection for damage or loss and at your risk.

**"Out of Gauge"** means a Consignment which is outside of the weight and dimension ranges that we carry on a particular Service.

**"Prohibited Item"** means any item which cannot be carried on any Service.

**"Purchase"** means when you accept the Service Order.

**"Returned to Sender"** a Consignment may be returned to the sender (i.e. to us) if the recipient sends it back to us and:

- (i) you do not accept receipt of that Consignment;

(ii) you do not pay any outstanding charges; and/or

(iii) if the Consignment is delivered and is Out of Gauge, for which you nor the recipient pay the underpayment.

**"Service"** means the service and carriage of a Consignment by us in accordance with the Service Order.

**"Service Order"** means the summary of the order, which is displayed during the ordering process, which is confirmed to you in the confirmation email that we send once we have accepted your order.

**"Us, We, or Our"** means Surparcel Technologies Ltd., together with its directors, employees, any agents, subcontractors, or couriers acting on its behalf.

**"You"** means the customer, who is contracted with us, as set out in the Service Order.

## **2. Formation of Contract**

2.1 By placing an order and accepting the Service Order, you enter into a legally binding Agreement with Surparcel Technologies Ltd. ("Surparcel").

2.2 You acknowledge that the Agreement includes these Terms and Conditions and that you have read and understood them.

2.3 The Service Order constitutes an offer to purchase the Service from Surparcel. The Agreement is formed when Surparcel accepts your offer by sending you a confirmation email.

## **3. Our Obligations**

3.1 We commit to carrying out the Service(s) as specified in the Service Order while this Agreement is in force. In consideration of the agreed price outlined in the Service Order and in compliance with these Terms and Conditions.

3.2 We reserve the right to make any changes to the Service(s) if necessary to comply with applicable laws or safety requirements. These changes will not materially affect the nature or quality of the Service(s) provided. In the event of such changes, we will promptly notify you to ensure transparency and clarity.

3.3 We warrant that the Service(s) will be provided using reasonable care and skill. We shall make every effort to ensure the proper handling and delivery of the Consignment in a professional and diligent manner.

Please note that these obligations are subject to the limitations and exclusions mentioned in other sections of these Terms and Conditions. We encourage you to review the entire document thoroughly to understand the scope and applicability of our obligations under this Agreement.

## **4. Loading and Unloading**

4.1 If the collection or delivery of a Consignment occurs at your premises, it's important to note that we are not required to furnish any equipment or labor, aside from the driver responsible for collecting the Consignment, for the purpose of loading or unloading the Consignment.

4.2 .For Consignments, or portions thereof, that necessitate special equipment for loading and unloading, we will only undertake the transportation of such Consignments under the stipulation that the requisite special equipment is provided at both the Collection Point and the Delivery Point, as needed.

If the specified special equipment is not provided, and we still proceed to load or unload the Consignment (or part thereof) without it, we explicitly disclaim any liability for any resulting damage to the Consignment, irrespective of negligence on our part. Moreover, you agree to indemnify and release us from any claims arising from our decision to load or unload the Consignment without the necessary special equipment.

Please ensure that you furnish the required equipment when needed to facilitate the safe loading and unloading of the Consignment. Our utmost priority is the safety of both our personnel and your Consignment, and we appreciate your cooperation in complying with these loading and unloading requirements.

For further clarification on loading and unloading guidelines, please reach out to our support team or customer service representatives, who will be happy to assist you.

## 5. Collection and Deliveries

5.1 We will make one delivery attempt for the Consignment during regular working hours at the specified Delivery Point. If we are unable to obtain a delivery receipt at the Delivery Point, you hereby authorize us to take the following actions:

(a) We may endeavor to deliver the Consignment to an alternative address near the initial Delivery Point, if feasible, and obtain a delivery receipt from this alternate location.

(b) If delivering to an alternate address is not feasible or safe, we may deliver the Consignment to a secure location at the original Delivery Point, ensuring the safety of the Consignment.

If any of the above actions are successful, we agree to leave details of the address or safe location at the Delivery Point, where the Consignment has been delivered.

5.2 If we find that the Consignment has become damaged and poses safety concerns, hazards, or risks, as determined by our reasonable judgment, we retain the right to promptly dispose of the damaged Consignment. Ensuring the safety of our staff and the recipient is our top priority, and we take all necessary measures to mitigate any potential risks associated with handling damaged Consignments.

5.3 To facilitate returns management, we gather essential information from the collection address details specified in the service order. This enables us to handle return requests promptly and accurately.

## 6. Sub-Contractors

You hereby agree that Surparcel Technologies Ltd. ("Surparcel") may utilize the services of another carrier to support the provision of the Services to you. You acknowledge and accept that both Surparcel and the chosen subcontractor shall be entitled to the protection of all the terms and conditions outlined in this Agreement.

## 7. Our Liability

7.1 If you are a consumer, your rights under the Consumer Rights Act 2015 remain unaffected by these Terms and Conditions. However, if you are a business, the Unfair Contract Terms Act 1977 is excluded to the fullest extent permitted by law, and additional terms regarding business clients will apply.

7.2 Our liability shall not be limited or excluded in the following circumstances:

(a) Death or personal injury caused by our negligence.

(b) Fraud or fraudulent misrepresentation.

7.3 We acknowledge that, despite our best efforts, damage or loss to a Consignment may occur due to our handling. We have limitations on our liability for the following reasons:

(a) The value and potential loss arising from damage or loss to a Consignment are better known to you, the sender.

(b) The potential loss to you is likely to be disproportionate to the relatively low charges for our Services.

(c) Obtaining unlimited protection for our potential liability is not feasible or economically viable, and it is more reasonable for you to seek such protection from an independent third party.

(d) Limiting our liability helps us maintain low costs for providing the Services.

7.4 We are responsible for any damage or loss resulting from our negligence, breach of duty, or other wrongful act or omission, within the limits specified in this clause 7 and clause 8.

7.5 We are not liable to you for:

(a) Any direct or indirect loss, such as loss of profits or goodwill, unless such loss occurs naturally due to our negligence, breach of duty, or other wrongful act or omission.

(b) Damage resulting from discrepancies between declared and actual dimensions/weights of the Consignment.

(c) Damage to Consignments that you have arranged to be repaired without our agreement and use of an approved repairer.

(d) Damage to items listed on the Prohibited Items, Damage to Items Protected for Loss Only, or No Protection Items lists, unless otherwise specified by us.

(e) Damage to the packaging used for the goods booked on the service order.

7.6 If liability is established to you, contingent on clause 8, our responsibility will be confined to reimbursing the expenses incurred for the Service(s).

**No level of Parcel Protection that you purchase from us will render allowable any item which is on the "Prohibited Items" list.**

7.7 We shall not be liable for any damage caused directly or indirectly as a result of Excepted Risks (as defined).

7.8 In the event that the initiation, execution, or completion of any of the Services is impeded by circumstances beyond our control (Force Majeure), you acknowledge that we shall not be held liable for any resulting damages. Such circumstances encompass, but are not limited to:

- (a) Strikes
- (b) Lockouts
- (c) Labor disputes
- (d) Adverse weather conditions
- (e) Traffic congestion
- (f) Mechanical breakdown of our vehicles
- (g) Obstruction of any public or private road or highway

When a delay is caused by the mechanical breakdown of one of our vehicles, we will exert all commercially reasonable efforts to promptly supply a replacement vehicle, aiming to minimize potential delays

7.9 You are responsible for ensuring clear and unambiguous labeling of the Consignment. We shall not be liable for any damage arising from deficient or ambiguous labeling.

7.10 In order to ensure the safe and efficient transport of your Consignment, it is essential that you adhere to proper packaging and labeling guidelines. Failure to do so could be considered an Expected risk, potentially affecting our liability for any damage.

7.11 You are responsible for packing the goods in a manner that ensures the Consignment, its contents, or any other goods being transported will not be lost or damaged during transportation. The packaging should also be designed to prevent injury or damage to any person, property, or other goods involved in the transportation process.

7.12 If the Consignment has been pre-packed, such as new goods in a display box, you must still ensure that the packaging is adequate to prevent damage during transportation. The requirement to properly pack the goods, includes safeguarding the packaging itself from being damaged while in transit.

7.13 You must ensure that the labeling on the Consignment includes the full and accurate addresses, including postcodes, of both the sender and the recipient. Clear and complete labeling is crucial for the efficient delivery of the Consignment to its intended destination.

7.14 If, at any point, our ability to fulfill our obligations under this Agreement is hindered or delayed due to any act or omission on your part, or if you fail to carry out any relevant obligation ("Your Default"), the following conditions shall apply:

(a) We reserve the right, without limiting any other rights or remedies, to temporarily suspend the provision of the Service(s) until you rectify Your Default. Furthermore, we may rely on Your Default as a reason for any delay or hindrance in our performance of the obligations outlined in this Agreement.

(b) In the event of any failure or delay on our part to perform any of our obligations due to Your Default, we shall not be held liable for any direct or indirect costs or losses that you may incur as a consequence.

(c) Upon written demand, you shall be obligated to reimburse us for any costs or losses sustained or incurred by us, directly or indirectly, as a result of Your Default.

## **8. International Carriage**

In instances where the collection or delivery of a Consignment extends beyond the borders of the United Kingdom, the following conditions regarding international carriage shall be applicable:

8.1 If we are obligated to collect from or deliver a Consignment to a country outside the United Kingdom, our terms of liability (subject to clause 8.2) will be governed by the relevant provisions outlined in the Convention on the Contract for International Carriage of Goods by Road, as detailed in the Schedule to the Carriage of Goods by Road Act 1965 (as amended) ("the CMR Regulations"). These provisions, particularly articles 17 onwards, shall be considered as part of this Agreement and will supersede

any conflicting terms within these Terms and Conditions. You are presumed to have reviewed, comprehended, and consented to these provisions and their integration into this Agreement, regardless of whether you request a copy of them.

8.2 We shall not be responsible for any local customs charges, import taxes, duties, return to sender charges, or similar expenses incurred during the carriage and/or delivery of any Consignment. It is your responsibility to determine if any such charges will apply and in what amounts before placing an order with us. If any such charges are imposed on us by any competent authority due to our carriage and/or delivery of a Consignment on your behalf, you agree to fully reimburse us for these charges within 7 days of our demand.

8.3 For Consignments intended for delivery to the European Union or Northern Ireland, you must declare a commodity code (see <https://www.gov.uk/trade-tariff>) within the booking process. The commodity code classifies goods for import and export, enabling customs authorities to determine applicable taxes and/or duties. If the local customs authority determines that additional taxes or duties are payable due to an incorrect commodity code provided by you, you acknowledge that the recipient of the goods will be required to pay these charges. Hence, it is your responsibility to select the correct and accurate commodity code when placing a Service Order for any Consignment to be delivered to the European Union or Northern Ireland. We assume no responsibility or liability for any additional taxes or duties payable in such circumstances.

\*Please note\* that the provisions at clause 9.6 will also apply to this clause 8.

## 9. Claims and Refunds

9.1 To request a refund and make a claim, use either of these options:

- (i) Get in contact with us either through our Live Chat support, Email or Telephone
- (ii) Provide your Surparcel reference number.
- (iii) If your claim relates to a Service failure, provide your parcel tracking number.

Alternatively, you can submit your request for a refund and make a claim in writing to us.

If accepted, provide the correct account details for the payment. We are not liable for incorrect details provided by you, and we won't be obliged to make further payments or reverse any incorrect payments due to incorrect account details.

9.2 Refunds may be granted at our discretion and based on the Service definitions available at the time of payment.

- (a) If eligible, refunds will be issued back to the original payment method used for the transaction;
- (b) Refunds can only be processed to the contracted party who booked the order.
- (c) Refunds will not be offered for any consequential loss.
- (d) Requests for refunds must be made within 28 days from the date the order was placed.
- (e) No refund or reduction of charges will be provided if we receive fewer parcels than contracted for.
- (f) If the parcel has been collected or the service has been carried out, additional add-ons, including Delivery Guarantee premium, Signature, and Text Message Notification, are not eligible for a refund.

9.3 If a Consignment is Returned to Sender, we shall not be liable to you for any loss caused by us.

## 10. Your Indemnity

10.1 For the purposes of this Agreement, it is assumed that you are the exclusive owner of each item dispatched in the Consignment. However, in the event that any other party asserts a claim against us for loss of or damage to any such items beyond our liability to you, you agree to indemnify us against any losses or liabilities we may incur as a result of that claim. This encompasses all associated legal costs and expenses. Under such circumstances, you acknowledge that we shall bear no liability to you, regardless of whether such claims surpass any limitations of liability outlined in this Agreement.

10.2 You also agree to indemnify us against any losses or liabilities we may suffer due to the loss of or inability to deliver a Consignment caused by deficient or ambiguous labeling of such Consignment.

10.3 Furthermore, you agree to indemnify us against any losses or liabilities we may suffer due to a breach by you of any of your obligations.

## 11. Payment

11.1 You must pay all charges applicable to the Service(s) provided by us as per the payment terms in the Service Order.

11.2 We charge for our Service(s) based on the dimensions, weight and distance of each Consignment/address. If we find that the dimensions, weight and/or distance of a Consignment/address have been under-declared by you:

(a) We may use the dimensions, weight and/or distance we reasonably determine for calculating our charges.

(b) We may charge you the price difference along with an administration fee for correcting the underpayment (Correction Charges).

(c) Non-business customers must authorize us to debit the Correction Charges directly from the payment method used for the original payment. If the Correction Charges cannot be paid by this means, the balance is due within 7 days from the relevant charges being issued to you.

(d) We may suspend performance of the Service(s) until we receive the Correction Charges. In such cases, we shall not be liable to you for any costs or losses arising directly or indirectly.

11.3 If you disagree with any additional charges, we offer a surcharge dispute process. You must provide acceptable proof (a photograph of the package, showing dimensions and the original label) to dispute any surcharge. Surcharge disputes must be made within 28 days from the date the surcharge was received.

11.4 If a Consignment must be delivered on a bank or public holiday, we reserve the right to impose a reasonable additional charge to cover any extra expenses incurred.

11.5 All charges indicated, whether through invoice or in the Service Order, exclude any applicable value-added tax, which will be added to the total amount payable by you.

11.6 We may provide you with discount codes to be used with your orders. Each discount code can only be used once with one order.

11.7 In cases of discount code misuse or failure to pay surcharges, we retain the discretion to take certain actions, including discontinuing business with you, revoking your ability to place orders, or redirecting your Consignments to our depot (subject to an administration charge of £15.00 per Consignment).

11.8 We reserve the right to exercise any possessory rights or lien ("Lien") over any Consignment in our possession against you. This right may be enforced irrespective of the title of the Consignment.

## 12. Your Obligations

12.1 You agree to:

- (a) Provide complete and accurate information in the Service Order.
- (b) Cooperate with us in all matters related to the provision of the Service(s).
- (c) Grant us access to your premises, office accommodation, and other facilities as needed for Collection Point or Delivery Point, ensuring they are free of hazardous materials and pose no health and safety risk to us.
- (d) Provide us with necessary and accurate information and materials for the supply of the Service(s).

12.2 You agree not to request us to carry anything that would be illegal or unlawful for us to transport, either in the UK or in any country where the Consignment is to be delivered. If you do so, you will indemnify us against any losses or damages we may suffer as a consequence.

12.3 We will not carry certain items without specific separate written agreement, including:

- (a) Livestock
- (b) Liquids
- (c) Perishable goods
- (d) Gasses
- (e) Pyrotechnics
- (f) Arms and ammunition
- (g) Corrosive, toxic, flammable, explosive, oxidizing, or radioactive materials
- (h) Items on our Prohibited Item list

12.4 We reserve the right to refuse to carry any parcels that are not owned by you or sent on your behalf.

12.5 All Consignments shall be accepted at the Delivery Point, and the recipient must provide our driver with an appropriate receipt. You agree that this receipt shall be conclusive evidence of delivery by us. This clause does not apply if such receipt is obtained through fraud, collusion, or dishonesty on the part of our driver.

12.6 In case of a strike by any of your employees or the employees of the recipient, our representative shall not be asked to perform additional duties or any strike-breaking duties.

### **13. Right to Cancel**

13.1 Once we have completed the Service(s), you lose your statutory right to cancel and receive a refund, even if the 14-day period is still running.

13.2 If you cancel the Service(s) after we have started performing them, you must pay us for the Service(s) provided up until the time you inform us of your decision to cancel.

13.3 To cancel the Service(s) in accordance with this clause 13, you can do one of the following:

- (a) Contact us via our Live Chat services on; Please provide your name, address, order details, phone number, and email address.
- (b) Complete the form available on our platform

13.4 If you cancel the Service(s) in accordance with this clause 13, you will be responsible for collecting the Consignment from us or paying our reasonable costs for returning it to you

13.5 If you cancel the Service(s) after printing any postage/courier label we supply to you, you must not use that label for any purpose other than secure disposal. If the postage/courier label is used for any Consignment, you agree to automatically deducting any owed sums for the delivery of our Service(s) from your payment method.

### **14. Pallets**

14.1 Surparcel reserves the right to impose a £20 fee for the cancellation of a Pallet collection by its customers.

14.2 This charge will be applicable only if the booking for the Pallet collection has already been processed with the selected Pallet provider.

### **15. Nature of Agreement**

This Agreement, along with the CMR Regulations and the Montreal Convention (to the extent applicable), shall form the complete contract between you and us. The contract shall not include, or be deemed to include, any provisions from any other documents. Furthermore, this contract and the aforementioned documents shall replace any previous contracts, warranties, or representations made by us concerning the Service(s) specified in the Service Order.

### **16. Variation**

Any changes, modifications, or cancellations to this Agreement (excluding the Service Order) will not be valid or binding on us unless they are confirmed in writing by one of our directors. It is explicitly stated that no individual other than a director is authorized to negotiate or make any commitments on behalf of us that would potentially result in any legal liability for us, except as expressly stated in this clause.

### **17. Termination**

17.1 Either party has the right to terminate this Agreement by giving at least one month's written notice to the other party.

17.2 Additionally, this Agreement can be terminated immediately if either party fails to fulfill its obligations under this Agreement, or in the case of an individual, becomes bankrupt, or in the case of a company, goes into liquidation (except for reconstruction or amalgamation), or if an administrator or receiver is appointed over any of its or his property or income, or if it makes any arrangements with or for the benefit of its or his creditors.

17.3 On termination of this agreement for any reason:

- (a) You must promptly settle all outstanding unpaid invoices and interest. In cases where the Service(s) were provided, but an invoice was not issued, we will submit an invoice payable immediately upon receipt;
- (b) If you have already paid for a Consignment that has been received but not yet delivered, we will proceed with the delivery as per the terms of this Agreement;

- (c) If you have not paid for a Consignment, but it has been received by us and not yet delivered, we will return the Consignment to you;
- (d) The rights, obligations, and liabilities of both parties at the time of termination or expiry will not be affected, including the right to claim damages for any breach of this Agreement that occurred before the termination or expiry date;
- (e) Clauses that expressly or implicitly have an effect after termination or expiry will continue to be in full force and effect.

## **18. Applicable Law**

17.1 This Agreement and any dispute arising from or related to it, its subject matter, or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England.

17.2 You agree irrevocably, solely for our benefit, that the courts of England shall have exclusive jurisdiction over any dispute or claim arising from or related to this Agreement, its subject matter, or formation (including non-contractual claims). However, this clause does not restrict our right to take legal action against you in any other court of competent jurisdiction. Additionally, the pursuit of legal action in one or more jurisdictions does not prevent us from taking legal action in other jurisdictions, whether simultaneously or not, as allowed by the law of that other jurisdiction.