

# Annex I - General Terms and Conditions

## Version 1.1 – Valid as of 1st of January 2023

The latest applicable version of this document can always be read at <https://landmarkglobal.com/eu/en/terms-and-conditions>.

Landmark Global reserves the right to amend these terms and conditions from time to time provided that reasonable notice has been given.

## 1 Introduction

**Art. 1** These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contractual relationships with Landmark Global UK limited (Landmark Global), with registered office at Unit 3 Heathrow Logistics Park, Bedfont Lane, Feltham, Middlesex TW14 8EE, under company number 03855411 (hereinafter referred to as "Landmark Global")

By (digitally or physically) signing a Service Agreement or depositing International Shipments at Landmark Global or any Subcontractor of Landmark Global, the Customer agrees on the terms and conditions set out in this document and agrees to be bound by and comply with them.

**Art. 2** These GTC exclusively set out the rights and obligations between Landmark Global and the Customer unless derogated from in the Special Conditions.

**Art. 3** Each party acts as an independent entity with respect to the delivery of services. Nothing contained in this Service Agreement and no behaviour of either party shall constitute or shall be construed as the establishment of a joint venture, a partnership or company involving the parties.

**Art. 4** Unless explicitly stated in these GTC, the precise amount of any administrative charge or fee referred to in these GTC is stated in Annex II – Tariffs to the Service Agreement.

**Art. 5** Landmark Global reserves the right to use subcontractors to provide its services (hereinafter referred to as "Subcontractors").

## 2 Definitions

Capitalized terms used in these GTC and not defined elsewhere shall have the following meanings:

- a.** Landmark Global as defined in Art. 1 of these GTC
- b.** Cross-border: shipping activity across a border between two countries
- c.** Deposit: handing over a Shipment to Landmark Global or a Landmark Global Subcontractor for Handling
- d.** Deposit Document: a printed document used by Customers for the purpose of handing over Shipments to Landmark Global or a Landmark Global Subcontractor
- e.** International Shipment or Shipment: a Cross-Border Shipment of a Mail, Packet or a Parcels service
- f.** Mail services: all services contractually named Volumail and their variant and successor services incl. Easy Response
- g.** Packet services: all services contractually named MiniPak and Dragon Scan and their variant and successor services incl. Easy Return
- h.** Parcels services: all services contractually named MaxiPak, and their variant and successor services incl. Global Tracked

### Returns solutions

**i.** Customer: the individual or legal entity who is identified as the Customer in the 'Special Conditions' of the Service Agreement

**j.** Sender or Authorized Sender: the Customer and/or the individual or legal entity authorized to Deposit International Shipments for Handling by Landmark Global under and in compliance with this Service Agreement

**k.** Receiver: the individual who receives the International Shipment, the addressee or any legal entity or individual authorized to receive the International Shipment on their behalf

**l.** Operational Guides: the document(s) that set forth the requirements Customers must comply with when preparing and carrying over International Shipments to Landmark Global, as updated by Landmark Global from time to time, and available upon request on <https://landmarkglobal.com/eu/en/general-documents/> to which the Customer has received access

**m.** PPI: a Postage Paid Impression, a unique PO box number provided by Landmark Global which must be used by the Customer for franking and which is essential for Landmark Global to be able to invoice the Customer

**n.** SDR: Special Drawing Rights, an artificial currency unit based on several national currencies, as used by postal operators and serving as the official monetary unit

**o.** Handling: the receipt, sorting, transport and distribution of the International Shipment by Landmark Global in accordance with this Service Agreement and the Operational Guides

**p.** Party: the Customer or Landmark Global as applicable

**q.** Working day: a day other than Saturday, Sunday or a national public holiday in the United Kingdom

**r.** Customer Service : reachable by email at [ClientServicesUK@landmarkglobal.com](mailto:ClientServicesUK@landmarkglobal.com) or by mail at Customer Service, Landmark Global (UK) Ltd, Unit 3 Heathrow Logistics Park, Bedfont Lane, Feltham, Middlesex TW14 8EE, United Kingdom.

**s.** ICS 2 Regulations as defined in Art.24 of these GTC

## 3 Franking and Tarif

**Art. 6** The Customer will be issued with a unique PPI permit number per service (some services may be combined, but only upon written agreement with Landmark Global). The PPI permit number is not transferable and remains the property of Landmark Global.

**Art. 7** The Customer must affix its PPI permit number to every Mail and Packet Shipment as per the layout requirements set forth in the Operational Guides. A description of the PPI layout can be found in the Operational Guides on on <https://landmarkglobal.com/eu/en/general-documents/> to which the Customer has received access.

**Art. 8** The Tariffs applicable to the handling by Landmark Global of the Customer's International Shipments are set forth in Annex II – 'Tariffs' of the Service Agreement

**Art. 9** All Tariffs are in GBP excluding VAT. VAT and all other indirect taxes, all taxes, duties and levies of any nature (but excluding taxes on income and profit) assessed or to be assessed in the future by or with the authorization of any public authority with respect to or affecting the present contract shall always be at charge of the customer and in forthcoming case shall be added to and payable with the tariff.

**Art. 10** Landmark Global may grant the Customer payment terms. Any terms will be stated in Section I – 'Special Conditions' of this Service Agreement. At any time prior to or during the performance of the contract, Landmark Global may

make a payment term subject to the following:

- a)** The provision by the Customer of an irrevocable, first call bank guarantee to Landmark Global,
- b)** The deposit by the Customer of an interest free provision into the bank account nominated by Landmark Global, or
- c)** The delivery of proof of a direct debit order for the payment of Landmark Global's invoices.

The Customer can rely on existing bank guarantees granted to Landmark Global or on existing provisions paid to Landmark Global, subject to the prior written approval of Landmark Global, which may request such an existing bank guarantee or provision to be increased to the amount determined by Landmark Global taking into account the new services the Customer opts for.

Any payment term will only become or remain effective in the event of a positive recommendation by Landmark Global's Credit Check service. The Customer must send proof of its compliance with the above to the relevant service which will provide its advice on the payment setup and terms as soon as possible.

**Art. 11** Landmark Global reserves the right to unilaterally change the amount of the bank guarantee or provision, for example due to a high total amount of all outstanding invoices.

**Art. 12** If the Customer does not respect its payment obligations or if a change to the credit situation or solvency of the Customer (including a change to the credit limit established by Landmark Global or the total amount of the Customer's invoices) no longer justify the payment period granted to the Customer or the amount of the above mentioned security,, Landmark Global reserves the right to withdraw the payment term, to unilaterally adapt the amount of the security and/or to demand immediate cash payment for subsequent deposits of International Shipments, without prejudice to the other measures Landmark Global may claim pursuant to the law or these GTC in the event of contractual failure to perform by the Customer (including temporary suspension of the services and termination of the Service Agreement).

**Art. 13** NA.

**Art. 14** If there are no more outstanding payments by the Customer after ending all service provisions by Landmark Global, the bank guarantee or provision will be returned to the Customer on its written request by registered letter.

## 4 Deposit Conditions

### Packaging, size & weight and contents

**Art. 15** Every International Shipment has to comply with the size and weight limits (volume, kg) as stated in the applicable Operational Guides. The Customer acknowledges the Operational Guides applicable to each Service and the limitations with respect to the requirements and contents of International Shipments. For example, Shipments under Volumail contracts may only contain documents (paper) of no commercial value. Goods can only be shipped with Packet or Parcel services. Paper can be shipped under a MiniPak contract, but goods are never permitted in any Mail service. Not respecting shipping restrictions is a valid ground for Landmark Global to suspend the handling of an International Shipment and terminate the Service Agreement.

**Art. 16** If a Shipment is over the size and/or weight threshold, corrective measures need to be taken. A shipment can be reassigned as parcels and shipped at the Parcel tariff, a boxable format which is not boxable will be re-classified to non-boxable. This will be invoiced accordingly.

**Art. 17** An administrative charge may be levied by Landmark Global for handling Shipments that do not meet the conditions

contained in the Operational Guides, or do not comply with applicable laws and regulations, in addition to any return charges that may be imposed. Any delay in transit time in such situations must be taken into account when assessing Landmark Global's performance.

**Art. 18** The Customer agrees to present all International Shipments in appropriate sturdy packaging in the smallest possible dimensions and suitable for international transport to protect them from ordinary transport risks.

**Art. 19** Any material provided to the Customer by Landmark Global (e.g. bags, labels) is solely for use of Deposits to Landmark Global. It remains the property of Landmark Global and is returned when Landmark Global ends the provision of the services or upon request of Landmark Global. Compensation will be payable to Landmark Global for damage not caused by a normal use by the Customer.

**Art. 20** The Customer must prepare all Shipments in safe rooms by authorized staff and protect the Shipments against unauthorized interventions during preparation, storage and transport prior to being handed over to Landmark Global.

**Art. 21** The Customer shall indemnify Landmark Global against any and all damage resulting from, or in connection with the Customer's failure to comply with all applicable laws, regulations of its obligations under this Service Agreement. Upon recurring or severe failure to fulfil Landmark Global's shipping requirements, Landmark Global has the right to terminate the Service Agreement unilaterally *ipso jure* (i.e., without recourse through court ) by registered letter.

**Art. 22** The Customer shall indemnify Landmark Global against any and all third party claims resulting from, or in connection with, Customer's failure to comply with applicable laws, regulations and its obligations under this Service Agreement.

**Art. 23** Acceptance of the Shipments by Landmark Global does not mean that Landmark Global acknowledges that the International Shipment fulfils all requirements for its handling, and cannot be interpreted as a waiver by Landmark Global of its rights against Customer.

### Customs information

**Art. 24** The Customer is responsible for fulfilling all required customs formalities prior to the Deposit of International Shipments, and to ensure complete and correct information (e.g. content description, value) is provided in the documents. In order to comply with the regulations requiring Electronic Advance Data for security and customs clearing purposes, the Customer will provide the necessary electronic data on items level prior to the Deposit. The provision of the Electronic Advance Data is mandatory.

As from 01/03/2023, the Customer shall be fully responsible for compliance with Import Control System 2 ("ICS 2 release 2") Regulations. This entails, inter alia, the Customer or its designated Representative or third-party provider, sending pre-departure ENS messages to the EU. Landmark Global reserves the right to return to the Customer, at the Customer's expense, any shipments containing goods for which the Customer has not provided completed Electronic Advance Data.

The Customer is exclusively liable for compliance with customs formalities and any applicable laws and regulations, including but not limited to import and export regulations of the origin, destination and transit countries. The Customer acknowledges to be fully liable to civil and/or criminal prosecution if it makes incorrect, incomplete or misleading declarations about the content of Shipments. If

the Customer makes incorrect, incomplete or misleading declarations about the content of Shipments, Landmark Global has the right to terminate the Service Agreement unilaterally ipso jure (i.e., without recourse through court) by registered letter.

**Art. 25** An administrative charge can be levied by Landmark Global for Shipments that, upon inspection of Landmark Global officials or the competent authorities, are found to contain goods which are undeclared or underdeclared in value, incorrect or missing Customs documents. This charge will be levied in addition to any return charge to the Customer.

**Art. 26** Unless explicitly stated in the Special Conditions, Landmark Global cannot act as a customs agent and does not accept any responsibility concerning International Shipments vis-à-vis customs authorities. In the event of an exceptional situation in which Landmark Global is obliged (or requested by the Customer as further set out in Article 28) to fulfil customs formalities, this will be done on the Customer's behalf and expense, either by Landmark Global itself or by a designated agent. In the event of an exceptional situation in which Landmark Global is obliged to fulfil customs formalities, Article 27 (i) and (ii) are applicable as well.

**Art. 27** In case the Customer has chosen services including customs clearance, it is the Customer's obligation to grant, or to ensure that the Receiver will grant (at the latest at the moment of conclusion of the sales contract between the Customer and the Receiver), a written, irrevocable and unconditional power of attorney (legal permission) to Landmark Global, to act on behalf, at the expense and at the risk of the Customer, or as the case may be, the Receiver, to undertake the following actions:

- (i) to fulfil all customs formalities (including but not limited to the arrangement of the importation of each Harmonized System code shipped by the Customer, the assignment and amendment of Harmonized System classification codes and any other product or service codes, the payment of any duties or taxes required under applicable laws and regulations, the management of any dispute with all relevant customs and revenue authorities regarding customs classifications, applicable duties and/or taxes and the completion of all required documents to this end);
- (ii) to designate the customs agent(s) of its choice;
- (iii) to present for customs clearance in the country of its choice and to acknowledge that the country of customs clearance will not necessarily be the country of residence of the Receiver;
- (iv) to submit requests for repayment, remission or refund and to submit written objections or appeals relating to incorrect data stated in the customs declaration (as compared to the data supplied when the order was placed);
- (v) to proceed, at the request of the Customer, or as the case may be, the Receiver, to submit requests for repayment, remission or refund and to submit written objections or appeals relating to incorrect data supplied when the order was placed;
- (vi) to submit written objections or appeals relating to corrections up to the completion of the verification of the customs declaration;
- (vii) to receive payment of all import duties, taxes and all other sums or damages, as well as any interests thereto, directly to the bank account of Landmark Global or affiliated companies in case of successful requests for repayment, remission or refund. Landmark Global will be fully entitled to all repayments, remissions and refunds, including all interests, obtained under this article.

It is the Customer's full and sole responsibility to provide

Landmark Global with a power of attorney which is complete and valid (among others, as to the form, content and language) and acceptable for the relevant customs authorities.

Under no circumstances shall such power of attorney, granted by the Customer or the Receiver, create a direct contractual relation between Landmark Global and the Receiver or allow the Receiver to create or assume rights or obligations on behalf of Landmark Global.

In case of failure to provide the abovementioned power of attorney or of any other non-compliance with this article, the Customer shall remain fully and solely liable for, and shall indemnify Landmark Global for all duties and taxes, and protect, defend and hold harmless Landmark Global against any and all claims, liabilities, fines, penalties, damages, costs or other consequences as a result of the non-compliance with these customs provisions, including but not limited to:

- (i) the payment of all costs and charges ensuing from any request for documents to confirm Landmark Global's authority in such a case to the customs authorities;
- (ii) the payment of all costs and charges for any Shipments to and returns from countries where entry is not permitted;
- (iii) any Shipments abandoned in customs, which are or may be considered undeliverable.

The Customer further acknowledges that it shall be prohibited from sending B2B parcels (intended for resale purposes) for services including customs clearance, unless prior written approval, as well with regard to the specific conditions, from Landmark Global.

**Art. 28** Where applicable, the Customer is responsible to have the valid certificates for the preferential tariff treatment applications and the Customer agrees that these certificates will be made available if requested by Landmark Global or a Foreign Customs Agency.

**Art. 29** The Customer expressly agrees that, where customs clearance of the Shipments is required, the Personal Data figuring on customs document (such as the CN 23) as well as the relevant Harmonized System code(s), shall be transmitted (electronically) to Landmark Global and its agencies authorized by Landmark Global, the postal operator, customs authorities and IPC or similar organizations or subcontractors and competent authorities in the country of departure and destination for pre-announcement purposes. The Customer confirms having duly informed the Receiver of this intended use and having obtained his consent for such transmission of his Personal Data.

**Art. 30** Notwithstanding the provisions of Art. 24 to Art. 29, the Customer, or the Customer's customer, as the case may be, is and will remain the importer of the Shipments in question.

**Art. 31** Under some legislation, it is possible for a postal operator or Subcontractor to levy a surcharge and/or to return, to destroy or refuse to deliver Shipments. In such situations, the Customer is fully responsible for the consequence, indemnifying Landmark Global and reimbursing any ensuing costs. The Customer shall help Landmark Global to challenge any such claims if requested by Landmark Global.

**Art. 32** Requests for refunds of taxes, duties, fees, retributions or charges invoiced by competent authorities with regard to undelivered shipments, general returns or incorrect data will have to be agreed on a case by case basis between Landmark Global and the Customer.

#### **Drop-off and pickup**

**Art. 33** All Deposits must occur at the agreed Drop-off location (drop-off) or Pickup time as agreed in the Service Agreement, and Mail and Packet (except MiniPak Scan) services

must be accompanied by a paper version of the Deposit Document printed by means of Landmark Global software.

**Art. 34** The Customer is bound by the information stated in the Deposit Document as submitted at the time of Deposit. Landmark Global reserves the right to change the Deposit Document at any time following any further verification by Landmark Global. In case of inconsistency between information provided by the Customer and the verification by Landmark Global, the information held by Landmark Global prevails. The Customer will be notified of any of such changes.

**Art. 35** Landmark Global can agree with the Customer to organize a Pickup at a location stated by the Customer that is easily accessible for Landmark Global with minimal formalities (such as the need for a pass or reporting to a reception). If the location is not on the ground floor, a parking space must be provided near the entrance with access to an elevator.

**Art. 36** The Pickup has to be ready no later than fifteen (15) minutes prior to the scheduled Pickup time.

**Art. 37** Landmark Global reserves the right to reschedule the Pickup time. Additional exceptional or recurring Pickup specifications may be agreed upon when the Service Agreement is signed.

#### **Dangerous goods, prohibited items or prohibited destinations**

**Art. 38** Landmark Global reserves the right to refuse Shipments because they mention a destination prohibited following trade law or postal law (= "prohibited destinations"), contain dangerous goods or prohibited items, perishable goods or goods that are unsuitable for Handling because they are a danger to people or other goods.

**Art. 39** Landmark Global reserves the right, with respect to prohibited destinations, dangerous goods and prohibited items, besides notifying the competent authorities, to refuse the Deposit, convey the Shipment without notifying the Customer, using a different mode of transport from the one agreed, put the (entire) Shipment on hold for collection by Customer, destroy the Shipment immediately if there is a danger for people and/or environment or return them to the Sender. In any such case, any additional costs and expenses incurred by Landmark Global will be charged directly to the Customer.

**Art. 40** Landmark Global transport does not possess any special facilities to handle perishable goods. These can be transported at the Customer's exclusive risk and without any liability of Landmark Global.

**Art. 41** All Shipments handed over to Landmark Global for transport are without prior notice subject to safety and content inspections by Landmark Global or competent authorities, including the use of X-ray equipment.

**Art. 42** Postal regulations permit certain exceptions for the transport of dangerous goods. Certain dangerous goods may therefore be accepted in limited quantities to certain destinations for certain Services. The precise conditions for offering limited-quantity shipments are stated in the Dangerous Goods Guide available on <https://landmarkglobal.com/eu/en/general-documents/>, to which the Customer has received access.

**Art. 43** Every Shipment (including shipments containing lithium batteries!) must comply with applicable laws and safety regulations, including, by way of example and without limitation, the international norms created by the International Civil Aviation Authority, including the Convention on International Civil Aviation; Regulation 2018/1139 of the European Aviation Safety Agency and its implementing

regulations; and applicable national laws and with the rules foreseen in Landmark Global's Operational Guide – Dangerous Goods & Prohibited Items. If a Customer estimates that its Shipment meets the conditions for a certain dangerous goods exception, it may address a request to Landmark Global, which will review the request on an individual basis, depending on the content and destination country of the Shipment.

**Art. 44** Other dangerous goods, hazardous or prohibited items, as stated in the Dangerous Goods Guide, or goods to a prohibited destination will be refused for shipping. If detected during the Deposit or in transit, the Shipments will be detained or treated in accordance with the applicable statutory regulations and/or Postal Warrants. The Customer will be liable for all costs incurred in the transport, storage, return or disposal of the Shipments (postage will not be reimbursed), and for all losses ensuing from damage to other items, staff or equipment or for losses ensuing from delays or disruptions to service. Landmark Global shall not be under any obligation to return the item to the Sender or to deliver it and shall incur no liability, disregarding any other conditions of the service. As per Article 17, an administrative charge may be levied.

## **5 Delivery**

**Art. 45** Unless otherwise and explicitly stated, any delivery times are indicative and not binding on a specific date. Landmark Global will use all reasonable efforts to comply with what has been agreed.

**Art. 46** Paper Mail sent directly to a PO box of the Customer will be immediately returned to the third party, being the sender thereof. Shipments directly received at a PO box for Packets or Parcels for forwarding to a specific address will be forwarded together with the other undeliverable or returns. If the forwarding option is not activated, the directly received shipments will be handled together with other shipments as part of destruction or donation.

**Art. 47** If a Shipment arrives without any information on it to identify the Sender, Landmark Global is authorized to open the Shipment to check for additional information in order to meet contractual agreements.

**Art. 48** If no additional information can be found the Shipment is held in storage for a limited time. After the storage time expires, the goods and documents shall be the property of the UK treasury and may be destroyed. Storage time:

- Three months for Mail and Packets services (with the exception of MiniPak Sign)
- Six months for Volumail Registered, MiniPak Sign and Parcel services

#### **Undeliverables**

**Art. 49** In case the Customer wishes the return of his Undeliverables to a PO box, the return address has to be clearly stated on the outside packaging: "if undeliverable, please return to bpost – 1934 NBX Remailers - Belgium".

**Art. 50** Depending on the service, Shipments that cannot be delivered to the Receiver are returned to the Sender or an assigned PO box location. The exact agreements on pricing and availability of undeliverable Shipments returned depend on the content, destination and shipping service chosen. This service is subject to a specific agreement with Landmark Global.

**Art. 51** The Customer minimizes undeliverable Shipments by making sure that the Receiver's address is precise and complete, in line with the address format of the destination country (at least name, street, house number, box no, postcode, city, country and strongly recommended, telephone number and email address).



**Art. 52** If the Customer does not show up at the agreed time to pick up its undeliverable shipments at a Landmark Global location, Landmark Global reserves the right to do with the Undeliverables as it sees fit. The lowest cost option will be chosen at all times as any cost incurred in disposing of the Undeliverables will be payable by the Customer.

**Art. 53** Customers requesting re-expedition of Undeliverables to be exported from the territory of the European Community (which requires filing export documents) agree to give a power of attorney (legal permission) to Landmark Global or, as the case may be, to obtain, on forehand, from their own Client contractual consent to give a power of attorney (legal permission) to Landmark Global to fulfil all customs formalities (such as CN 23 documents) on their behalf and in their name. The customs declaration will be submitted on behalf of Customer or the Customer's customer, as laid down in Article 18 of Regulation (EU) No 952/2013 of 9 October 2013 establishing the Union Customs Code. The correctness of the data provided to customs remains under the full responsibility of the Customer and the Customer shall accept full liability resulting therefrom.

**Art. 54** Customers requesting return of Undeliverables or collection of returned Shipments with signature receipt upon arrival in the PO box agree to give a power of attorney (legal permission) to Landmark Global to sign for receipt of the Shipment on their behalf and in their name. The liability for the content of the Shipment remains the liability with the Customer.

**Art. 55** The Customer, or the Customer's customer, as the case may be, is and will always remain the importer/exporter of record of the Shipments in question.

## 6 Invoicing

**Art. 56** Landmark Global shall draw up the invoice according to the periodicity in the Service Agreement, regardless of payment method.

- a. For Mail services and Packets (excluding MiniPak Scan) the invoice will be based on the Deposit Documents approved by Landmark Global, split by contract number.
- b. For Parcels Services including the Global Tracked Returns solutions and MiniPak Scan the invoice is based on each deposited Shipment individually.
- c. Dragon Scan is invoiced based on each deposited bag.

**Art. 57** An administrative charge will be levied in accordance with Annex II (Tariff sheet) for Deposits not prepared in line with the applicable Operational Guide and/or other contractual agreements and requiring additional manual work.

**Art. 58** The invoice must be paid in full in one single payment based on the agreed payment method and payment term, following the invoice date and account stated on the invoice (if applicable).

**Art. 59** After fifteen (15) working days the invoice is considered as accepted by the Customer. To dispute the invoice the Customer has to notify Landmark Global within fifteen (15) working days of the invoice date. An email with invoice information (date, reference) and specific description of disagreement has to be sent to Customer Service.

**Art. 60** If the Customer disputes only part of the invoice, the obligation to provide timely and correct payment of the remainder of the invoice remains valid.

**Art. 61** If Landmark Global finds the objection to the invoice well founded, it will correct the invoice one single time free of charge. However, if the objection is unfounded, the Customer will be notified and is obliged to pay the invoice immediately.

If the settlement of the disputed invoice is disputed again, Landmark Global reserves the right to charge an administrative fee of twenty-five (25) GBP per additional request for correction.

**Art. 62** The Customer cannot claim any set-off or retention right vis-à-vis Landmark Global.

**Art. 63** In the event of non-payment by the Customer of any amount or any debt on the account of the Customer, Landmark Global may terminate the services and exercise the right of retention and of possessory liens as a security for the payment of the debt. The Customer cannot claim any compensation vis-à-vis Landmark Global.

**Art. 64** Any amount not paid by the due date will give rise, *ipso jure* (i.e., without recourse through court) and without prior notice, to annual interest of 7% from the due date until the date of full payment. Landmark Global also reserves the right to claim, without prior notice either

- (i) a fixed compensation of 15% of the invoiced amount or sixty-five (65) GBP, whichever amount is higher; or
- (ii) if such amount is higher, the actual reasonable (and duly documented) costs and expenses (including reasonable legal fees) incurred by Landmark Global in collecting past due invoices

**Art. 65** Any amount not paid by the due date will give rise, *ipso jure* (i.e., without recourse through court) and without prior notice, to annual interest of 7% from the due date until the date of full payment. Landmark Global also reserves the right to claim, without prior notice, either (i) a fixed compensation of 15% of the invoiced amount or sixty-five (65) GBP, whichever amount is higher, or (ii) if such amount is higher, the actual reasonable (and duly documented) costs and expenses (including reasonable legal fees) incurred by Landmark Global in collecting past due invoices.

**Art. 66** If the Customer wishes another entity than itself to be invoiced the entity must be stated in the Special Conditions of the Service Agreement as an Authorized Sender. In that case, though limited to the Shipments belonging to this Authorized Sender, the same rights as described in the Service Agreement are valid for it. The Customer guarantees payment of all invoices and fulfilment of all operational requirements by the Authorized Sender, and to indemnify Landmark Global from claims from the Authorized Sender. Note that the Customer is the only contact person for Landmark Global and represents the Authorized Sender's rights under the Service Agreement, including tariff (adjustment) discussions.

## 7 Force majeure

**Art. 67** Force majeure : Landmark Global shall not be in default nor liable for failure to observe or perform any provision of this Service Agreement, including, without limitation, any delay in the performance of Landmark Global's obligations under this Service Agreement, for any reason or cause that could not be controlled or prevented with reasonable diligence. This includes but is not limited to war, actions of public enemies, strikes, air threat, riot, lock-outs, labor or industrial disputes, acts of god, national or local disruption of air or road transport, acts of government (e.g., controls, embargos and seizures undertaken by competent authorities), mechanical problems of means of transport or machines, earthquake, cyclone, storm, flood, fire, disease, epidemics or pandemics, snow or frost, fog, tempest, power shortages or power failure, inability to obtain sufficient labor, raw materials, fuel or utilities. During the time of the force majeure the Service

Agreement is suspended and service will recommence after the force majeure ends.

## 8 Liability

### Liability of Landmark Global

**Art. 68** Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply or where (and to the extent that) other mandatory national law applies, Landmark Global's liability is limited to the cases explicitly provided for in such legislation and within the limits stated in this Service Agreement, including the GTC's.

**Art. 69** Landmark Global's liability is limited to the direct and proven damage of the Sender that arise from a fault of Landmark Global causing loss of, theft of or damage to a Shipment with compensation, as described in Art. 4 of the Special Conditions. Nothing herein shall be construed as disclaiming or limiting Landmark Global's liability for (a) fraud, and (b) death or personal injury resulting from Landmark Global's negligence.

**Art. 70** Landmark Global cannot be held liable for any indirect or consequential damage, including but not limited to, costs of manufacture or printing, loss of time, loss of profit, loss of income, loss of opportunity, damage to the Customer's image or reputation and all other pure economic loss, even if Landmark Global was aware that such prejudice or damage/loss could occur.

**Art. 71** Landmark Global is not liable for the nature of the Goods, for their compliance with applicable legislation, for customs declarations (including Harmonized Systems codes) in whatever form or for the consequences of the decisions taken by the customs authorities pursuant to the checking of Shipments submitted to their controls. Landmark Global shall not be considered as producer, distributor or importer of the Goods. Landmark Global is also not liable for Harmonized System codes provided to Landmark Global or harmonized by Landmark Global.

**Art. 72** In case of Pickup, Shipments waiting to be picked up are the Customer's responsibility. Possible liability will only be transferred to Landmark Global at the moment that the Shipments are formally taken into Landmark Global's possession.

#### **Art. 73**

For barcoded services with compensation, Landmark Global's liability for a Shipment starts when the first scan of the individual label is generated after physical handover of the Shipment to Landmark Global, or one of its agents or Subcontractors as an acknowledgement of receipt of the item. For Shipments with compensation arriving in bags/pallets (the product Label@Source with transit by using a pallet scan), Landmark Global's liability for the Shipment only starts when the individual Shipment was scanned in the destination country for the final mile delivery.

For direct entry products with compensation (Label@Source with pure direct entry) - these Shipments are directly delivered to the final mile partner, Landmark Global's liability for the Shipment only starts when the individual Shipment was scanned by the final partner. For barcoded services with compensation, Landmark Global's liability for a Shipment starts when the first scan of the individual label is generated after physical handover of the Shipment to Landmark Global, or one of its agents or Subcontractors as an acknowledgement of receipt of the item

**Art. 74** Without prejudice to the application of any mandatory rule, Landmark Global shall not be liable for, nor shall any

adjustment, refund, or credit of any kind be made to the Customer for any loss, damage, delay, misdelivery or non-delivery or misinformation or failure to provide information including but not limited to any such loss, damage, delay, misdelivery, non-delivery, misinformation or failure to provide information caused by or resulting from :

- actions, omissions, negligence or errors of the Customer, Receiver or third parties (including but not limited to the authorities, regulatory agencies, the customs service or Subcontractors) or voluntary or involuntary non-compliance with their obligations;
- the violation of any of the terms and conditions applicable to the Shipment, including, but not limited to, the incorrect declaration of the Shipment, the improper or insufficient packing, securing, marking or address labelling of Shipments;
- any circumstances beyond the control of Landmark Global, such as force majeure as defined in article 67 above or latent defects or shortcomings inherent to the content of the Shipment.
- the nature of the Shipment or any defect, characteristic or inherent vice thereof (including the fact that the Shipment contains prohibited, dangerous or perishable goods, even if Landmark Global initially accepted the Shipment.

**Art. 75** Under no circumstances shall the liability of Landmark Global exceed 50% of the total amount invoiced by Landmark Global to the Customer per contract year with an absolute maximum of 250.000 EUR per contract year, regardless of the number of occurrences of damage and/or loss. For the first contract year, the invoiced amount will be taken into account pro rata temporis.

**Art. 76** Landmark Global shall only be liable for a failure to comply with this Service Agreement which is imputable to Landmark Global to the extent the Customer informs Landmark Global immediately (and at the latest six (6) months following the occurrence of the event causing damage) via registered mail and in a detailed manner of such failure, and Landmark Global does not correct such failure within a reasonable period of time.

**Art. 77** Without prejudice to the terms contained in this section 8 and in the event that (i) Landmark Global breaches this Service Agreement or fails to perform an obligation under this Service Agreement as a result of the actions or omissions of a third party, or (ii) Landmark Global is obligated to indemnify the Customer hereunder as a result of the actions or omissions of a third party, the Customer's sole and exclusive remedy against Landmark Global for such breach or failure is limited to the pass through to the Customer of any amounts of damages applicable to the Customer that Landmark Global is able to recover pursuant to Landmark's agreement with such third party.

### Liability of the Customer

**Art. 78** The Customer is liable for all consequences that may arise from its non-compliance with the Service Agreement, including the GTC and the Operational Guides, as well as all applicable laws and regulations. The Customer is, among other things, liable for damage to the Shipments caused by, for example, inappropriate packaging as well as for damage caused to employees, proxies or property of Landmark Global or third parties, to any other carrier or postal operator or to other property or Shipments.

**Art. 79** The Customer is not released from its liabilities should the Handling of the Shipments not be in accordance with the applicable conditions.

### Absence of special interest in the delivery

**Art. 80** Landmark Global does not accept any statement of 'declared' or 'registered' value on any document provided to Landmark Global or to one of its employees. Such a statement of the value of the content of a parcel or a packet entrusted to Landmark Global will in no way be considered to be a declaration of a special interest in the delivery giving rise to the obligation for Landmark Global to compensate the Customer or the Receiver according to this value in the event of loss or damage.

## 9 Customer Service Desk

**Art. 81** The Customer Service Desk is a service for business customers with a valid and active contract. Detailed instructions on with regard to the claim process are available in the 'file a complaint' section on <https://landmarkglobal.com/eu/en/general-documents/>.

**Art. 82** The valid timeframe in which the customer can file a complaint is limited to 60 calendar days after the delivery to Customer by Landmark Global. If no claim is filed within this timeframe the Shipment is deemed to have been delivered in good condition.

**Art. 83** The Customer has to prove the content of the shipment during its handling by means of a proof of purchase. The causal link between a proven fault by Landmark Global and the Receivers' suffered loss has to be proven before any compensation, as indicated in the Special Conditions, can be granted.

**Art. 84** Landmark Global will confirm preliminary acceptance or rejection of the claims as soon as possible. Most industrialized countries respond to requests for information within fourteen (14) days. However, agreements within the postal world permit a response time up to three (3) months. Final responses on the validity of requests and claims can therefore take up to three (3) months.

**Art. 85** If the Customer is not satisfied with the way Landmark Global has handled a complaint or the complaints procedure, the Customer can contact the public official for Postal Services (Act of 21 March 1991) free of charge by post at Ombudsman, Rue Royale 97 Box 14, 1000 Brussels, Belgium or by phone on +32 2 221 02 30.

## 10 Termination

### Termination

**Art. 86** In case of non-fulfillment of the obligations by the Customer, Landmark Global can decide to take one or more of the following measures (non-exhaustive list), without giving rise to any form of compensation:

- Reject the Deposit or suspend the Shipment, charging the Customer for additional costs incurred by Landmark Global (such as storage and administration costs);
- Handle the Deposit in question but apply the Standard Tariffs instead of the contractually agreed tariffs;
- Handle the Deposit in question but charge for any additional cost incurred by Landmark Global
- Postpone the delivery of the items of the Deposit in question or temporarily suspend the Landmark Global service

**Art. 87** Landmark Global reserves the right to terminate the Service Agreement with the Customer ipso jure (i.e., without recourse through court) by notifying the Customer with a registered letter, if the Customer:

- commits a serious and irreparable breach of the Service Agreement;
- commits a material breach of the Service Agreement that cannot be mitigated within ten (10) business days after receipt

of the written notification of that breach;

- fails to pay an invoice in whole or in part before it becomes overdue;
- is guilty of intentional violation of the Service Agreement, fraud or any behaviour contrary to accepted commercial practice;
- ceases or threatens to cease its activities;

**Art. 88** Landmark Global and the Customer are entitled to terminate, ipso jure, (i.e., without recourse through court), the Service Agreement by registered letter when:

- a liquidator or Administrator is appointed to administer the property or assets of the other party;
- the other Party is declared bankrupt;
- the other Party is liquidated (excluding liquidation as part of reorganization).

## 11 Other

### Intellectual property rights

**Art. 89** The intellectual property rights, with respect to, for example, models, drawings, reports, software and databases, methods, know-how, concepts and other developments which Landmark Global owns or is licensed to use, belong to Landmark Global and all intellectual property rights ensuing from this through change or adaptation also automatically belong to Landmark Global.

**Art. 90** The Customer must refrain from using these rights without written prior consent of Landmark Global, except for licensing rights clearly granted to the Customer by Landmark Global for the use of certain computer programs.

### Protection of Personal Data

**Art. 91** Within these GTC, "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" shall have the same meaning as in the Data Protection Legislation (being the General Data Protection Regulation 679/2016 ("GDPR") and all national or European legislation implementing or completing these pieces of regulation), hereinafter "Applicable Data Protection Law".

**Art. 92** The provision of the Services (as described in this Services Agreement) by Landmark Global requires the communication by the Customer to Landmark Global of Personal Data pertaining to the addressees of the parcels and packets and to some of the Customer's members of personnel. To the extent Landmark Global Processes these Personal Data for the performance of the Contract (i.e., for arranging the delivery and, if applicable the tracking of the parcel), it acts as a Data Controller. Landmark Global indeed controls the data Processing operations carried out in view of Services Agreement, decides which Personal Data have to be provided, whether these Personal Data should be processed (through machine reading or matching with other sets of data) for quality improvement purposes, whether these Personal Data have to be assigned to third parties (e.g. acting as sub-contractors for Landmark Global), how long these Personal Data will be kept, who may access such Personal Data, whether Personal Data should be transferred to an organization (local delivery operator) located in a country outside the EEA and subject to which contractual framework, how to handle Data Subject's access and other rights, which technical and organizational measures are taken to protect the Personal Data, whether Personal Data are used to feed operational databases aiming at improving address recognition performance and whether the Personal Data should be matched with location delivery preferences data to reroute the delivery, etc.

**Art. 93** Customer acts as Data Controller for the Processing

of the Personal Data for which Customer defines the means and purposes of Processing, including the collection, encoding, storage, update and transmission of the Personal Data to Landmark Global. Customer hence warrants towards Landmark Global that (i) the Personal Data are lawfully obtained from Data Subjects under the Applicable Data Protection Law and are lawfully provided to Landmark Global; (ii) it provides Landmark Global with Personal Data that are up-to-date and relevant for the lawful and legitimate purposes described in the Contract; (iii) it has provided Data Subjects all necessary and relevant information with regard to the Processing of their Personal Data as required under the Applicable Data Protection Law; and (iv) the Processing does not infringe any third-party rights.

**Art. 94** Landmark Global and the Customer shall both comply with all obligations imposed to Data Controllers under Applicable Data Protection Law for the data Processing for which they act as Data Controllers.

**Art. 95** To the extent permitted by the applicable law, Landmark Global and the Customer shall at all times during and after the term of this Contract indemnify, keep indemnified and hold the other party harmless against all claims, actions, proceedings or losses by a competent public authority, a Data Subject and/or a third party in relation to any infringement or alleged infringement resulting out of a data Processing under the Agreement or any breach by respectively the Customer, Landmark Global or their employees of its data protection obligations under the Agreement. To the extent permitted by the applicable law, (1) the Customer or Landmark Global shall only be liable vis-à-vis the other party for (i) material damage that is directly caused by a material or intentional fault of the Customer or Landmark Global or its Employees, and (ii) decease and physical injury of a natural person that is caused by an act or omission of the Customer or Landmark Global or its Employees in the performance of their duties, (2) the Customer or Landmark Global shall not be liable for immaterial or indirect damages, including, but without being limited thereto, economic damages, loss of profits and damages to the reputation or image of the other party and (3) the liability of the Customer or Landmark Global shall be limited to the yearly amount invoiced to the Customer per contract year.

**Art. 96** The Personal Data pertaining to the addressees of the parcels entrusted to Landmark Global by the Customer (being the following categories of Personal Data: first name, last name, email addresses, if applicable phone number(s), delivery address(es), content and value of the parcels, cash on delivery details (amount + bank account), desired wishdate or appointment - if provided) will be used by Landmark Global, by Landmark Global subsidiaries or by sub-contractors for providing the Services which are the subject matter of the Contract. These data will be deleted or anonymized 13 months after delivery of the service (except in case of specific legal obligation).

In case the Services include the delivery of a parcel in a non-EEA country, the communication of first name, last name, email address(es), phone number(s), delivery address(es), content and value of the parcels and desired wishdate or appointment, to the competent foreign customs authorities and to a local operator in charge of distributing the parcel abroad will be performed to provide the Services.

The parcel addressee's e-mail addresses and telephone numbers which Landmark Global receives from the Customer may be used by Landmark Global to inform them of the operational status (including evaluation of the operational service) of parcels that Landmark Global will deliver for them

or to suggest them to provide Landmark Global with their delivery preferences through our dedicated platform. The parcel addressee's name, first name, address and e-mail addresses may be used by Landmark Global in order to perform a secure matching of addressee's preferences indicated in a dedicated platform.

**Art. 97** The Personal Data pertaining to the Customer's members of personnel, as communicated by the Customer under the Agreement will be used by Landmark Global for providing the Services which are the subject matter of the Contract. These data will be deleted or anonymized 36 months after the end of the Agreement (except in case of specific legal obligation).

The Customer or its personnel may also access his Personal Data (and/or, if applicable, invoke the right to data portability), obtain the correction thereof, if necessary, obtain the deletion thereof or limit the Processing thereof. In the event that such a question is not answered, the Customer or its personnel may also lodge a complaint with the competent authority concerning this matter: <https://www.dataprotectionauthority.be>.

**Art. 98** Landmark Global shall inform the Customer without delay in the event of Data breach involving Personal Data provided by the Customer.

**Art. 99** With regards to Personal Data entrusted by the Customer to Landmark Global:

- Landmark Global shall at all times maintain an adequately controlled ICT security environment to establish, implement, operate, monitor, review, maintain and improve information security.
- Landmark Global shall ensure that its employees shall treat all Personal Data in a confidential way.
- Landmark Global shall ensure that its employees shall be informed and comply with Landmark Global's information security requirements and policies.
- Landmark Global shall allocate resources and employees that have the required expertise for carrying out any specific task.
- Landmark Global will limit access of its employees to the Personal Data, including in case of remote access to Landmark Global ICT environment, applying the 'least-privileged' and 'need-to-know' concepts and ensuring segregation of duties.- Landmark Global will ensure that proper procedures are in place to register new users or additional access rights and to de-register users.
- Landmark Global will put in place physical security access controls to prevent any unauthorized access of person to locations where Personal Data are stored or processed.
- Landmark Global will ensure the proper protection through environmental controls of all locations and systems where Personal Data can be accessed to prevent loss, damage, theft or compromise of any Personal Data provided by the Customer.
- Landmark Global will ensure that there is proper protection of all assets containing Personal Data.
- Landmark Global will ensure that adequate and stringent procedures are in place with respect to the removal, disposal and re-use of asset containing Personal Data.- Landmark Global will ensure that logs and alerts are available to track and detect any abnormal activities.
- Landmark Global will ensure proper and timely capabilities to maintain the appropriate security level of the ICT services and networks in order to have them resistant to attacks.
- Landmark Global shall organize controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
- Landmark Global will ensure that Personal Data cannot be read, copied, changed or removed during the electronic



transmission.

- Landmark Global will report any security related incident to the Customer security contact including the measures taken to mitigate the impact of the incident and the preventive measures proposed to prevent future similar incidents.

#### **Confidentiality**

**Art. 100** In executing the Service Agreement, the Parties will obtain or observe certain information from each other, which information includes, but is not limited to information concerning products, carriers, suppliers, receivers and/or customers which by its nature is of a type which can be considered to be confidential.

**Art. 101** During the Service Agreement and for a period of 5 years following its termination, the Customer will not use, reproduce, transform, store or transmit confidential infor-

mation in any form or by any means whatsoever, except as may be necessary to carry out its responsibilities under the Service Agreement. The Customer will use at least the same degree of care as it uses to protect its own confidential information.

#### **Severability**

**Art. 102** The nullity or unenforceability of part of the Service Agreement, including the GTC and the Operational Guidelines for whatever reason does not affect the validity and enforceability of the remaining stipulations of the Service Agreement, including the GTC and the Operational Guidelines. Parties agree to replace the invalid or unenforceable provision by a similar provision which reflects as closely as possible the intent of the original clause.