

STARLINKS GLOBAL LIMITED

TERMS AND CONDITIONS

Last updated: 14 July 2023

THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS IN BOLD.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Account Application Form the form completed by the Client setting out the Client's details, Credit Terms and the Services to be provided by Starlinks.

Bulk Loss the loss of 100 or more Parcels in one incident.

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Carrier(s) any third party logistics and courier companies to which Starlinks subcontracts the collection, transport and delivery of Parcels.

Client the person or entity named in the Account Application Form that purchases Services from Starlinks.

Client Default has the meaning set out in clause 15.2.

CMR Convention The Convention on the Contract for the International Carriage of Goods by Road.

Commencement Date has the meaning given in clause 2.4.

Conditions these terms and conditions (as amended from time to time in accordance with clause 22.7).

Contract the contract between Starlinks and the Client in respect of the Services is made up of the following documents:

1. the Account Application Form;

2. these Conditions;

3. Starlinks' Delivery Aims; and

4. the Rate Card.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller as defined in the Data Protection Legislation.

Credit Limit the credit limit stated on the Account Application Form or as otherwise agreed in writing between the parties.

Credit Terms the credit terms agreed by Starlinks and the Client as set out in the Account Application Form.

Customs any relevant Customs authority, board or security agency, department, organisation or equivalent.

Customs Declarant the Customs broker or postal operator to whom Starlinks subcontracts all or part of the Customs clearance obligations and Tax and Duties payment. The Customs Declarant may act either as a Direct Representative or an Indirect Representative.

Dangerous Goods has the meaning given in clause 10.1.1.

Data information provided by Client to Starlinks to enable Starlinks to perform the Services.

Data Protection Legislation all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. (In the UK and EU this shall include the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or replaced from time to time.)

Data Subjects as defined in the Data Protection Legislation.

Delivery Aims	Starlinks' estimated delivery timeframes as notified to the Client from time to time.	of art, deeds or documents, goods that can only be transported by a regulated profession or are subject to pre-export regulatory controls and goods which may inflict personal injury, infect persons or cause damage to property or other goods.
Direct Representative	Starlinks acts as the agent of the Client or Recipient (as the case may be) in the name of and on behalf of the Client or Recipient and that in relation to Customs declarations, depending on the Incoterm used, the Client or Recipient will be liable for any Duties and Taxes arising from the declarations.	Force Majeure Event
Dual-Use Goods	goods, software, technology, documents and diagrams which are regulated by Council Regulation (EC) No 428/2009 and the Export Control Order 2008.	any events, circumstances or causes beyond a party's reasonable control affecting the performance of its obligations under the Contract including but not limited to consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, insurrection, terrorism, military or usurped power or confiscation, requisition, destruction of or damage to property, hijacking, theft or other criminal acts, extreme weather conditions, act of God, epidemic or pandemic, compliance with any law, or order of any government or public or local authority, riots, protests, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labour from whatever cause, accident, breakdown of plant or machinery, fuel shortages, fire, flood, storm or default of suppliers or subcontractors, disruption or interruptions to air or ground transport networks or mechanical problems to modes of transport or machinery, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionising radiations or contamination by radioactivity, the imposition of any new administrative processes or other trade barriers relating to the cross-border movement of goods or compliance with guidance from government or other public authorities whether or not legally binding.
Duties and Taxes	any duties, taxes, tariffs, levies, Customs assessments, charges, fines, penalties, interest and any other costs and expenses imposed by any domestic or international import or export authority in respect of the Parcels and including any such additional costs and expenses introduced from time to time as a result of legislative or regulatory changes.	GDPR
Electronic Shipment Data	the necessary electronic data in such format as Starlinks may require for the performance of the Services.	the General Data Protection Regulation ((EU 2016/679).
Employment Losses	any and all losses, liabilities, costs (including but not limited to, the costs of legal and other expert advice), charges and expenses arising out of or connected with employment or the employment relationship (or the termination thereof), including those arising out of any actions, proceedings, claims and demands.	Group
Excluded Goods	perishable biological substances, animals, firearms or parts thereof, ammunition, explosives, weapons accessories, imitation of weapons, human remains and/or medical waste, goods made of asbestos or lead, age restricted products (eg tobacco, alcohol), bullion, money and securities, stamps, precious metals, precious stones and jewellery, antiques, scientific instruments, works	in relation to a company, that company, any subsidiary or holding company from time to time, and any subsidiary from time to time of a holding company of that company.

HS Code	the harmonised system code for the description and classification of goods in a Parcel required for assessing which export or import taxes, duties and restrictions apply (in the context of the Customs clearances in the UK and EU, "HS Codes" refers to the commodity codes).	Parcel	an individual parcel containing goods consigned by or on behalf of the Client for delivery to or collection from a Recipient (or Parcel Point) pursuant to the Services.
Incoterms	the relevant incoterms applicable to a Parcel if any (being either DDU or DDP) as specified in the Electronic Shipment Data.	Parcel Point	an agreed delivery/collection location in Starlinks' network.
Incumbent Supplier	a present or former provider of logistics services to the Client.	Personal Data	as defined in the Data Protection Legislation.
Indirect Representative	where a party acts in its own name but on behalf of the Client or Recipient (as the case may be) when making Customs clearances.	Price(s)	the prices, charges and fees for the Services as set out in these Conditions and Rate Card from time to time.
Intellectual Property Rights	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.	Processing	as defined in the Data Protection Legislation.
IOSS	the European Union "Import One Stop Shop" scheme which can be used for centralised tax payment of LVCs. The Client must be involved in the distance selling of LVCs to register under the IOSS scheme as supplier of Goods (or deemed supplier). Each Member of the IOSS scheme will be given an IOSS number.	Prohibited Items	has the meaning given in clause 10.
LVC	a "low value consignment" for the purposes of IOSS, being a Parcel containing items whose intrinsic value	Rate Card	Starlinks' rate card containing the Prices and pricing rules as notified to the Client from time to time.
		Recipient	the end recipient of a Parcel as stated in the Electronic Shipment Data.
		Relevant Incumbent Supplier Employee	an employee of an Incumbent Supplier or of the Client, or their subcontractors whose employment relationship has effect (other than in respect of occupational pension scheme rights) on the Transfer Date as if originally made between the employee and Starlinks or its Carriers or other subcontractors in accordance with the Transfer Provisions as a consequence of the Incumbent Supplier ceasing to provide some or all logistics services to the Client under this Contract.
		Returns	a Parcel collected from a Recipient or Parcel Point for return to or on behalf of the Client.

Returns Location	the location for Returns to be delivered to the Client as agreed by the parties in writing.	service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Safe Place	in a place deemed safe in Starlinks' or Carriers' sole discretion (which may include delivery to a neighbour's property).	
Secured Goods	has the meaning given to it in clause 17.6.	
Services	The collection, transportation, Customs clearance, delivery and associated services offered by Starlinks in respect of Parcels.	Vulnerabilities a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term "Vulnerabilities" shall be interpreted accordingly.
Starlinks	Starlinks Global Limited incorporated in England and Wales with registered company number 14101069.	
Term	has the meaning given in clause 2.4.	Warsaw/ Montreal Conventions The Warsaw Convention of 12 October 1929 for the Unification of Certain Rules relating to International Carriage by Air, as amended by the Hague Protocol of 28 September 1955 and by the Montreal Protocol No. 4 of 25 September 1975 or the Montreal Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air.
Tracking Platform	has the meaning given in clause 13.3.	
Transfer Date	the date on which the Incumbent Supplier ceases providing some or all of the Services or (as the case may be) any such date that any court or other tribunal of competent jurisdiction shall determine to be the "time of transfer" under the Transfer Provisions arising out of the Incumbent Supplier ceasing to provide some or all of the Services.	Website Starlinks' website: www.starlinks-global.com , or such other website address as Starlinks notifies to the Client from time to time.
Transfer Provisions	the Acquired Rights Directive (EC Council Directive 2001/23/EC) (as amended) made under the Treaty of Rome and the Transfer of Undertakings (Protection of Employment) Regulations 2006.	
Undeliverable Parcel	has the meanings given to it in clauses 7.4 and 14.1.	1.2 Interpretation: 1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision: 1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and 1.2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision. 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). 1.2.3 A reference to a company shall include any company, corporate or other body corporate, wherever and however incorporated or established.
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.	
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other	

1.2.4 This Contract shall be binding on and enure to the benefit of the parties to this Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.2.5 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.6 A reference to **writing** or **written** includes email but not fax.

2. BASIS OF CONTRACT

2.1 These Conditions apply to Starlinks' business Clients, and do not cover individuals or consumers.

2.2 These Conditions apply to all Parcels for which Services are requested. In the event a term in these Conditions conflicts with a provision in the other documents that make up the Contract then the order of priority of terms shall be as follows:

2.2.1 Rate Card;

2.2.2 these Conditions;

2.2.3 the Account Application Form; and

2.2.4 Starlinks' Delivery Aims.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. All competing or contradicting terms supplied by the Client are expressly rejected and excluded by Starlinks and shall have no effect.

2.4 The Contract shall come into existence on the earlier of the date when the Services commence and the date on which the Client signs the Account Application Form (**Commencement Date**) and shall continue until terminated in accordance with clause 20 (**Term**).

3. SERVICES

3.1 Starlinks agrees to provide the Services with reasonable skill and care and shall use all reasonable endeavours to provide the Services in accordance with the terms and conditions of this Contract.

3.2 Starlinks is free to select the Carriers and other sub-contractors to be used for the provision of the Services. The Client consents to the appointment of such sub-contractors which may change in Starlinks' discretion.

3.3 The parties agree that this Contract is non-exclusive. It is understood that Starlinks may provide its services to companies other than the Client and the Client may utilise logistics services from companies other than Starlinks.

3.4 Notwithstanding any other provision of this Contract, Starlinks shall not be committed to provide the Services in respect of any minimum volume of Parcels. Acceptance of Parcels into Starlinks' or its Carriers or other subcontractors' network is at all times in Starlinks' discretion.

3.5 Time shall not be of the essence in respect of the Services and the Delivery Aims and any other delivery or collection timeframes, whether provided by Starlinks or its subcontractors are estimates only.

3.6 Starlinks and its Carriers are not common carriers.

3.7 Starlinks may amend these Conditions at any time on 7 days' notice.

4. ELECTRONIC SHIPMENT DATA

4.1 The Client shall submit Electronic Shipment Data through the official electronic and web service platforms made available by Starlinks from time to time, in good time to enable Starlinks to perform the Services.

4.2 The Client shall check the Electronic Shipment Data in respect of each Parcel carefully to ensure that it is accurate and complete before submitting it to Starlinks.

4.3 Notwithstanding the Electronic Shipment Data submitted by the Client in respect of a Parcel, Starlinks shall only be required to arrange the transportation of those Parcels actually physically delivered or made available to it.

4.4 For any Parcels received by Starlinks where the rate or Prices have not been provided for that country, or the Parcel is oversize, overweight or over value, Starlinks reserves the right to upgrade the Services as appropriate and charge the Client at the applicable rate for that Service.

4.5 If the Client wishes to change or amend the Services, the Client must notify Starlinks in writing and provide sufficient details for Starlinks to assess the proposed

changes or amendments and any impact on the Price. Starlinks must give its prior consent in writing to any of the Client's proposed changes or amendments to the Services for them to be effective and binding.

5. PARCEL PARAMETERS AND PACKAGING

5.1 The Client shall ensure that each Parcel does not exceed:

5.1.1 30kg in weight; and

5.1.2 100cm x 50cm x 50cm in size,

unless agreed otherwise in advance with Starlinks.

5.2 The Client must ensure that all Parcels are adequately packaged and labelled in compliance with applicable law for international transportation. Starlinks shall be the sole arbiter of determining whether a Parcel is adequately packaged and labelled.

6. TRANSFER OF RISK & INSURANCE

6.1 For outbound Parcels, risk passes to Starlinks:

6.1.1 where Starlinks/its Carriers collect Parcels from the Client, at the point Parcels are loaded onto the vehicle/trailer; or

6.1.2 where the Client or its sub-contractors or suppliers deliver Parcels into Starlinks/its Carriers, at the point Parcels are scanned as received by Starlinks/its Carriers,

and remains with Starlinks until Parcels are delivered to the Recipient or to a Safe Place.

6.2 For Returns, risk passes to Starlinks at the point Parcels are collected and remains with Starlinks until the Returns arrive at the Returns Location.

6.3 Confirmation of delivery/collection by Starlinks shall be sufficient evidence of successful delivery/collection.

6.4 **Starlinks shall not be liable whether in contract, tort (including negligence), misrepresentation, restitution or otherwise in the following circumstances, for physical loss or damage:**

6.4.1 **to Parcels outside of the risk period described in clauses 6.1 and 6.2;**

6.4.2 **to Parcels not scanned as received by Starlinks/its Carriers; or**

6.4.3 **to Parcels with pre-existing damage, latent defect or inherent vice in the contents or nature of the goods within the Parcel;**

6.4.4 **to Parcels without adequate packaging or labelling (including where Starlinks or its Carriers or other subcontractors repaired the packaging);**

6.4.5 **to Returns unless they were Undeliverable Parcels;**

6.4.6 **to Parcels retained or confiscated on the basis of legal regulations in a country of transit or in the country of destination; or**

6.4.7 **to Parcels containing, or carried with any Parcels containing, Prohibited Items and any seizure, confiscation or destruction of Prohibited Items by the relevant authorities.**

6.5 The Client is responsible for insuring the Parcels at all times during the provision of the Services. The Client shall insure the Parcels for all risks including but not limited to fire and spoilage, accidental loss or damage and goods in transit.

6.6 Where Starlinks or its subcontractors collect Parcels from the Client's supplier, the Client shall be liable for any act, omission or default of the supplier as if it were an act, omission or default of Client.

7. DELIVERY AND TRANSPORT SERVICES

7.1 Unless stated otherwise, when the Services are delivered duty paid (DDP) services, a 2% administration fee is applicable on any Duties and Taxes incurred.

7.2 Where required, Starlinks will undertake currency conversion to local currency or USD at the rate applying at the point the Electronic Shipment Data is received by Starlinks. The exchange rate used will be the current one at the point the Electronic Shipment Data is received. The same exchange rate will be used when returning cash on delivery (COD) payments less any applicable bank charges and for invoicing delivered duty paid (DDP) shipments.

7.3 Deliveries are made to the address specified on the Electronic Shipment Data or to a Safe Place.

7.4 If a Recipient or the Client fails to re-arrange delivery, accept delivery or collect the Parcel, then that Parcel shall be deemed an Undeliverable Parcel.

- 7.5 If, despite the Carrier or Starlinks' reasonable efforts, they are unable to contact the Client or Recipient or re-arrange successful delivery or collection of an Undeliverable Parcel, Starlinks may return the Undeliverable Parcel to the Client. Where Starlinks returns an Undeliverable Parcel, it shall charge the Client at the same rate as the outbound Parcel, unless stated otherwise within the Rate Card or these Conditions.
- 7.6 The delivery location of a Parcel must not be:
- 7.6.1 a stand at an exhibition or trade fair;
- 7.6.2 a Post Office Box (P.O. Box), British Forces Post Office (BFPO), Army Post Office (APO), Fleet Post Office (FPO) or any other post box addresses;
- 7.6.3 a location that is unsafe for a delivery driver to access; or
- 7.6.4 a place that the delivery driver cannot gain access to.
- 7.7 If a Parcel is unable to clear Customs within 24 hours then certain storage or holdings fees may apply. The Client will be responsible to pay for any such fees imposed by Customs, or in the event the Parcel does not clear Customs any costs or charges the Carrier incurred returning the Parcel to the Client.
- 7.8 If a Parcel received by Starlinks is damaged or packaging is in poor condition and Starlinks is required to undertake repairs so the Parcel can be sent for onward transport, Starlinks reserves the right to charge the Client a damage repair fee.
- 8. CUSTOMS CLEARANCE – ALL COUNTRIES**
- 8.1 The Client expressly authorises Starlinks to appoint a third party to fulfil the role of Customs Declarant to make all import/export declarations and pay all Duties and Taxes to Customs on the Client's behalf.
- 8.2 The Customer warrants, undertakes and represents that:
- 8.2.1 it is either the exporter/importer of the goods (as applicable) or the duly authorised agent of the exporter/importer of the goods (as applicable) comprised in any Parcel and will be responsible for the accuracy and completeness of all information supplied to Starlinks;
- 8.2.2 it is responsible for preparing the Parcels for Customs clearance before providing them to Starlinks or its Carriers and this includes checking what information and Customs documents are required by the relevant Customs authorities, providing Electronic Shipment Data and ensuring that all necessary Customs documents are fixed to the outside of the Parcels;
- 8.2.3 it shall promptly provide Starlinks with (or procure the provision of) anything Starlinks, the Customs Declarant and/or any relevant Customs authorities require to facilitate the performance of the appropriate Customs clearances of Parcels as part of the Services and all such data and documentation (including but not limited to the Electronic Shipment Data) shall be true, accurate, comprehensive and not misleading;
- 8.2.4 the goods comprised in any Parcel comply with any applicable national and international export and import control regulation in the country of departure, any transit country and the destination country, and any applicable laws and regulations concerning Dual-use Goods, the prevention of terrorism or money laundering, or any other illegal activities;
- 8.2.5 it has full responsibility for any Parcel where any of the documents, data, information or the HS Code is missing, incorrect or incomplete and agrees that Starlinks may (at its option);
- 8.2.5.1 subject to the payment by the Customer of the relevant surcharge in accordance with clause 8.2.6, use the general HS Code or amend the incorrect or incomplete HS Code based upon the description of the goods given by the Client or as determined by Starlinks following an inspection of the goods (without Starlinks incurring any liability arising from any errors, additional charges or otherwise);
- 8.2.5.2 hold the goods pending receipt of the documents, data, information or HS Code from the Client; or
- 8.2.5.3 return the goods to the Client;
- 8.2.6 it shall pay to Starlinks any Duties and Taxes, and any other costs, expenses or Customs fees (including any surcharges, additional fees or costs for Customs clearance, formalities and documentation (including the reproduction or redeclaration of documentation), administration or storage costs) incurred by Starlinks (or any third party involved in the provision of the Services), as a result of it conveying the goods on behalf of the Client. Without prejudice to Starlinks' other rights or remedies, if the Client fails to pay such Duties and Taxes, Starlinks may contact the Recipient directly

using the Electronic Shipment Data provided by the Client to facilitate payment.

8.3 For all Services offered by Starlinks where Duties and Taxes such as, but not limited to, delivered duty paid (DDP) or delivered duty unpaid (DDU) solutions, are paid by Starlinks via the Customs Declarant:

8.3.1 Starlinks via the Customs Declarant shall do so on the sole basis that in doing so it is acting as the Client's fully authorised agent;

8.3.2 the Client acknowledges that Starlinks via the Customs Declarant shall rely on Electronic Shipment Data provided by the Client for calculating the Duties and Taxes payable;

8.3.3 whether or not delivery of the goods is completed, the Client shall pay Starlinks' invoice in respect of such Duties and Taxes within 7 days of receipt;

8.3.4 the Client shall be responsible for ensuring that each Recipient is aware of, and pays, any Duties and Taxes for its Parcel. If a Recipient refuses or fails to pay any such sums, the Client shall be responsible for paying to Starlinks on demand all such amounts owed plus any applicable return carriage charges;

8.3.5 in the event of the Client failing to comply strictly with clause 8.3.3 above, Starlinks shall be at full liberty to deal with the goods in accordance with clause 17.6.

8.4 Where delivery cannot be effected due to the Client's or Recipient's failure to pay Duties and Taxes, Starlinks or the Customs Declarant will endeavour to contact the Client or Recipient (as applicable) to facilitate the payment of such Duties and Taxes (subject to clause 8.2.6) to enable the delivery of the Parcel to the delivery address, provided that:

8.4.1 if Starlinks is unable to perform Customs clearance; and/or

8.4.2 if Starlinks cannot contact or identify the Client within a reasonable time; and/or

8.4.3 if the Client does not give Starlinks a new address and/or the required details to enable delivery within a reasonable time,

then, Starlinks has the right, at Starlinks' discretion, to return the goods to the Client at the Client's cost or to deal with the goods in accordance with clause 17.6. During storage, at any time prior to any

disposal or destruction in accordance with clause 17.6, the goods shall be held solely at the Client's risk. Starlinks shall determine what constitutes a reasonable time in its sole discretion for the purposes of this clause 8.4.

8.5 The Client shall indemnify Starlinks on demand for Duties and Taxes and any other costs, expenses or Customs related fees (including any surcharges, additional fees for Customs clearance, administrative or storage costs) incurred by Starlinks in conveying Parcels on behalf of the Client including without limitation, those in the importing country incurred on behalf of the Recipient or for any failure to export goods which have been zero-rated for the purposes of VAT (or similar tax or duty) or to comply with any conditions relating to importing or exporting zero-rated goods.

8.6 The Client shall indemnify Starlinks against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Starlinks arising out of or in connection with:

8.6.1 any negligent act, negligent omission, negligent misdirection, negligent misstatement or fraudulent act by the Client, sender or Recipient, its servants or agents;

8.6.2 claims made or penalties imposed by HM Revenue & Customs or any other Customs or tax authority in jurisdictions outside of the United Kingdom;

8.6.3 claims and demands made by any third party attributable to lack of authority on the part of the Client to enter into the Contract upon these Conditions;

8.6.4 breach of any of the warranties or the Client's other obligations set out in clause 8.2;

8.6.5 any inaccurate or false information supplied to the company by the Client which relates to the Client and/or the goods comprised in any Parcel;

8.6.6 the Client's failure to include the correct HS Code (including in circumstances where Starlinks has exercised any of its rights under clause 8.2.5), Electronic Shipment Data, consents and/or declarations regarding the goods comprised in any Parcel;

- 8.6.7 the Client's failure to provide correct written notification in advance of any goods comprised which are not standard or permanent exports;
- 8.6.8 any Duties and Taxes payable by the Recipient; and
- 8.6.9 any liability incurred by Starlinks in connection with Starlinks acting as an agent on the Client's behalf in accordance with these Conditions.
- 8.7 **Starlinks excludes any liability whether in contract, tort (including negligence) or otherwise (i) for the preparation of the Parcels and the completion of the accompanying documents for Customs clearance by the Client and/or (ii) for Customs decisions made by Customs authorities in relation to the inspection of the Parcels.** At all times, the Client remains solely responsible for all risks and consequences which result from the incomplete, incorrect, untrue or fraudulent Customs declaration and/or ancillary documentation.
- 8.8 The Client acknowledges that any failure or delay in meeting its obligations under this clause 8, or to provide complete and accurate information in respect of a Parcel, may result in Customs clearance delays and/or the Parcel being returned to sender or seized by Customs. **Starlinks shall not be liable whether in contract, tort (including negligence) or otherwise for any such occurrences.**
- 8.9 Starlinks may require the Client to provide it with a bond and/or financial guarantee to cover any potential liabilities suffered or incurred by Starlinks in connection with Starlinks acting as an agent on the Client's behalf in accordance with these Conditions.
- 8.10 If the Client does not agree with any decision made by Customs, it must resolve the issue directly with the relevant Customs authority.

9. UK & EU CUSTOMS CLEARANCE

- 9.1 This clause 9 applies, in addition to clause 8, when Clients send Parcels requiring Customs clearance formalities in the UK and European Union including IOSS registered Clients sending LVCs.
- 9.2 The Customs Declarant may act as a Direct Representative or may act as Indirect Representative. The Client acknowledges and agrees that the Customs Declarant shall determine the capacity in which it acts based on the circumstances.

APPOINTMENT AS DIRECT REPRESENTATIVE /DELEGATION TO THE CUSTOMS DECLARANT (AS SUB-AGENT)

- 9.3 **By requiring that Starlinks via its Customs Declarant performs Customs clearance for the import or export of goods into or out of the UK and/or EU in the capacity of Direct Representative and by signing this Contract:**
- 9.3.1 **the Client hereby appoints Starlinks to act in the name and on behalf of the Client in the capacity of Direct Representative to perform all import/export declarations and pay all related Duties and Taxes;**
- 9.3.2 **the Client authorises Starlinks to delegate Customs clearance to any Customs Declarant of its choice in all dealings with Customs and tax authorities where appropriate;**
- 9.3.3 **the Client declares that it has a received a power of attorney from the Recipient to accomplish the Customs formalities (and as applicable the payment of Duties and Taxes) for the importation of such Parcels in the country where the Recipient is established, according to the local rules;**
- 9.3.4 **Starlinks may notify the Client of any additional conditions, parameters or terms that shall apply in respect of the Customs Declarant's appointment.**
- 9.4 The Client shall indemnify Starlinks on demand for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) that Starlinks will or has suffered or incurred howsoever arising from or in connection with Starlinks and/or the Customs Declarant being a Direct Representative or Indirect Representative on behalf of the Client.

- 9.5 The Client shall promptly upon demand account to Starlinks in respect of any liabilities, costs, expenses, damages and losses incurred by Starlinks to the Customs Declarant in respect of the Customs Declarant appointment.

IOSS NUMBERS

- 9.6 If the Client provides Starlinks with an IOSS number on the Electronic Shipment Data, providing the IOSS number is valid and the relevant Parcel is an LVI, Starlinks shall treat it as IOSS, and the

provisions relating to payment of duty in any Incoterm purporting to attach to the Parcel shall be disregarded. If the Parcel is not an LVI then any such Incoterm shall continue to apply, subject to the remaining provisions of clauses 9.7 to 9.10.

- 9.7 If the Client provides Starlinks with an IOSS number and the relevant Parcel is not an LVI then, unless DDP has been specified as the applicable Incoterm, the Parcel shall be sent DDU.
- 9.8 If the Client does not provide an IOSS number and specifies DDU as the applicable Incoterm, Starlinks shall route the Parcel as DDU.
- 9.9 If the Client does not provide an IOSS number and specifies DDP as the applicable Incoterm, then:
- 9.9.1 for Parcels over the LVI Starlinks shall route the Parcel as DDP; and
- 9.9.2 for Parcels under the LVI Starlinks shall route the Parcel as DDU (other than Parcels to Ireland).
- 9.10 In calculating the LVI from other currencies, Starlinks shall undertake the currency conversion to Euros based on the prevailing exchange rate on the day and will apply the above provisions to the converted value.

10. PROHIBITED ITEMS

- 10.1 For the purpose of these Conditions, the contents of a Parcel shall be deemed to be **Prohibited Items** if:
- 10.1.1 it contains those items defined, designated or classified as “illegal goods”, “hazardous material” or “dangerous goods” under ADR (European Road Transport Regulation on dangerous goods), or by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), or International Maritime Dangerous Goods (IMDG) Code, Universal Postal Union (UPU) Convention and its regulations in their versions as amended from time to time concerning International Carriage by Rail (COTIF) or another relevant transport organisation or legislation, including without limitation, limited and excepted quantities, consumer commodity, ORM-D, lithium batteries and radioactive and magnetic materials (**Dangerous Goods**);
- 10.1.2 it contains Excluded Goods;
- 10.1.3 the Client, Recipient, or any other party with a direct or indirect interest in a Parcel is listed on any applicable international sanctions lists as a

“denied”, “restricted”, “embargoed” or equivalent term;

- 10.1.4 it contains any item which Starlinks cannot reasonably transport safely or legally; or
- 10.1.5 it contains any item deemed restricted, unacceptable or prohibited by national or international legislation, conventions, provisions or regulations in the country of origin of the Parcels, the destination country and/or any third country through which the Parcels will be carried.
- 10.2 The Client warrants, represents and undertakes to Starlinks that each Parcel will not:
- 10.2.1 contain any Prohibited Items (the Client’s liability shall not be affected by Starlinks’ inadvertent acceptance of the Parcel); or
- 10.2.2 be connected to any type of fraud.
- 10.3 Without prejudice to its other rights and remedies, if Starlinks receives a Parcel that it cannot process or transport due to an act or omission of the Client or the Client’s failure to comply with these Conditions then Starlinks reserves the right to charge the Client a £2 administration fee per Parcel plus the cost of returning the Parcel to the Client.

11. INDEMNITY

- 11.1 The Client will indemnify Starlinks on demand for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) that Starlinks does or will incur or suffer (including arising out of any claims or proceedings made or brought or threatened against Starlinks by any person) in each case arising out of:
- 11.1.1 the Client, Recipient, or any other party with a direct or indirect interest in a Parcel being listed on any applicable international sanctions lists as “denied”, “restricted”, “embargoed” or other equivalent term;
- 11.1.2 any fines, penalties or equivalent charges presented to Starlinks, to the extent that they are attributable to the acts or omissions of the Client, its employees, agents, members of its Group or the Recipient in respect of a Parcel;
- 11.1.3 any claim made against Starlinks by a third party for death, personal injury or damage to property arising out of or in connection with:

- 11.1.3.1 Prohibited Items in a Parcel; or
- 11.1.3.2 Starlinks' subcontractors or Carriers attending or being present on a Client or Recipient's premises or site,

except to the extent that the claim is attributable to the acts or omissions of Starlinks or its Carriers or other subcontractors.
- 11.1.4 a breach by the Client of the warranty in clause 10.2;
- 11.1.5 the Client providing a Parcel which is unacceptable and any resulting storage, insurance, handling or return charges if the Parcel fails to clear Customs; and
- 11.1.6 any claim made against Starlinks arising out of the Client's failure to comply with any statutory or governmental requirements or applicable law or regulation.

12. INSPECTION

- 12.1 Starlinks and the Carrier have the right to intercept, open, inspect, investigate, hold and/or destroy any Parcel for any reasonable reason including to determine the identity of the Recipient or Client (if it cannot otherwise be established), for the purposes of fulfilling a statutory provision or official order, to check for goods that may be Prohibited Items that are connected to any type of fraud and/or are not as described in the Customs documentation, are incapable of carriage to the country of destination within Starlinks' standard procedures, Customs, declarations and handling methods, or to undertake x-ray screening of Parcels for security purposes, where required by applicable law, or for any reasonable reasons including relating to security or safety. Customs may also open, seize and destroy a Parcel.
- 12.2 If after an inspection pursuant to clause 12.1, Starlinks is unable to provide the Services, it will decide in its sole discretion what to do with the Parcel, which may involve returning or destroying the Parcel and the goods within it (this may be the whole of the Parcel, or some of the goods) and informing the relevant authorities. In such circumstances, Starlinks shall have no liability whatsoever for any damage, delay or any other losses arising from the above actions and the Client shall be charged for any costs incurred by Starlinks in connection with the destruction of the Parcels.

- 12.3 If the inspection does not reveal any issue, the Parcel will be re-packaged and will continue to be delivered to the ultimate delivery destination.

13. INTELLECTUAL PROPERTY & TRACKING

- 13.1 Except where granted by this clause or otherwise agreed in writing, neither party shall have any rights to or interest in the other party's Intellectual Property Rights.
- 13.2 All Data shall be and shall remain the property of the Client. Client grants to Starlinks a non-exclusive, royalty-free licence to use the Data solely in connection with the provision of the Services.
- 13.3 Subject to the Client's compliance with these Conditions, Starlinks hereby grants to the Client a royalty free, non-exclusive, revocable, non-transferable, non-sublicensable licence to use the Starlinks tracking site (available at <https://starlinks.app/track>) (**Tracking Platform**) throughout the Term solely for the purpose of receiving the Services. Any other technology provided to the Client in relation to the Services shall be licensed on equivalent terms and conditions.
- 13.4 With regards to the Tracking Platform or any other technology that may be provided in relation to the Services, Starlinks does not warrant that:
 - 13.4.1 the Client's use will be uninterrupted or error-free;
 - 13.4.2 it will meet the Client's requirements; or
 - 13.4.3 it will be free from Vulnerabilities or Viruses;
- 13.5 **Starlinks is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that any technology it provides may be subject to limitations, delays and other problems inherent in the use of such communications facilities.**
- 13.6 Starlinks does not monitor the progress of individual Parcels as part of its Services.
- 14. RETURNS & UNDELIVERABLE PARCELS**
 - 14.1 Starlinks may deem a Parcel Undeliverable and return that Parcel to the Client in accordance with these Conditions if:

- 14.1.1 the Client has failed to comply with its obligations in respect of weight, size, packaging and/or labelling under clause 5;
 - 14.1.2 the maximum number of delivery or collection attempts has been reached;
 - 14.1.3 Starlinks is unable to contact the Client or the Recipient or re-arrange successful delivery or collection under clause 7.5;
 - 14.1.4 the Parcel contains Prohibited Items or is connected to any fraud or suspected fraud under clause 10;
 - 14.1.5 Customs return the Parcel or goods;
 - 14.1.6 a Recipient fails to pay any sum required on arrival at the delivery address; or
 - 14.1.7 the Parcel fails an inspection under clause 12.
 - 14.2 The Price payable by the Client in respect of returned Parcels is set out in these Conditions or the Rate Card (as applicable).
 - 14.3 The Client will need to submit new Electronic Shipment Data for a returned Parcel if it wishes to rearrange delivery. Starlinks' Prices and the Contract terms shall apply to any returned Parcel, or Parcel for which delivery is rearranged.
 - 14.4 If Starlinks has not carried the outbound shipment of a Parcel, but the Client would like to use Starlinks' Services to return a Parcel, then the relevant Prices shall apply, as well as the following additional terms:
 - 14.4.1 The Client shall provide the applicable Export Entry Number related to each individual tracking number, or the Retailer Returned Goods Relief number, and all information Starlinks requests in order to action the return.
 - 14.4.2 If a specific Retailer Returned Goods Relief number is required to make the return, Starlinks may apply a surcharge.
- 15. CLIENT'S OBLIGATIONS**
- 15.1 The Client warrants, represents and undertakes on an ongoing basis:
 - 15.1.1 in relation to the goods within the Parcels, the Client is either solely beneficially entitled to the goods or has the authority of all those interested in the goods to enter into the Contract and to bind them to its terms;
 - 15.1.2 it has supplied to Starlinks all material information relating to its requirements for the Services, or which have been reasonably requested by Starlinks under these Conditions, and such information is accurate in all respects;
 - 15.1.3 to ensure all Parcels are packaged in accordance with clause 5;
 - 15.1.4 to make sure the measurements and weight of each Parcel (including length, width, height and weight) is correct and complies with the limits set out in the Contract;
 - 15.1.5 to co-operate with Starlinks in all matters relating to the Services and acting good faith, use all reasonable endeavours to provide accurate and comprehensive forecasts in the format and timeframes requested by Starlinks (which Starlinks shall use its reasonable endeavours to meet);
 - 15.1.6 to obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 15.1.7 it is not among the individuals or entities identified on any applicable international sanctions list;
 - 15.1.8 that it shall comply with all applicable law and shall not request that Starlinks performs the Services contrary to any applicable law or regulation;
 - 15.1.9 it shall notify Starlinks of any knowledge or suspicion it may have that the Recipient or sender (if not the Client) or any other parties involved in the Services are in breach of any of the laws contemplated by clause 15.1.10, or are identified on any applicable international sanctions list; and
 - 15.1.10 it has been at all times and will continue to be in compliance with all potentially applicable anti-corruption/anti-bribery laws, and it will not make, offer, promise, or authorise any gift of money or anything of value to obtain or retain business, or to direct business to any person, or to obtain any unfair advantage, in violation of applicable laws; and
 - 15.2 If Starlinks' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
 - 15.2.1 without limiting or affecting any other right or remedy available to it, Starlinks shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on

the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Starlinks' performance of any of its obligations;

15.2.2 **Starlinks shall not be liable for any liabilities, losses, costs or expenses sustained or incurred by the Client arising directly or indirectly from Starlinks' failure or delay to perform any of its obligations as set out in this clause 15.2; and**

15.2.3 the Client indemnifies Starlinks on demand for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) sustained or incurred by Starlinks arising directly or indirectly from the Client Default.

16. PRICING AND FEES

16.1 The Price in respect of the Services shall be set out in the Rate Card. The Client accepts Starlinks' data as the basis for invoicing.

16.2 All rates in the Rate Card exclude surcharges, Duties and Taxes, clearance-related charges and VAT which are payable as applicable.

16.3 In respect of a Parcel, the greater of the declared volumetric weight or deadweight will be charged by Starlinks. For the purposes of this clause, volumetric weight shall be calculated using the following equation, unless the Rate Card states otherwise:

$$(length (cm) \times width (cm) \times height (cm)) \div 6,000 = volumetric weight$$

16.4 Starlinks shall give the Client 30 days' written notice of any general increase in the cost of the Services or Prices set out in the Rate Card. Any increase in Prices notified to the Client under this clause shall come into effect at 00:01am on the day following the expiry of the 30 day notice.

16.5 In the event the costs of Starlinks providing the Services are increased due to any cost basis event outside Starlinks control, Starlinks shall be entitled to propose a surcharge on the Services that may be levied by giving 24 hours' written notice to the Client. If the Client notifies Starlinks that it does not accept the imposition of the surcharge under this clause then Starlinks may suspend supplying the relevant Services.

16.6 In the event the exchange rate Starlinks uses to calculate the Prices increases or decreases by 2% or more then Starlinks reserves the right to review and amend the Prices by giving the Client 7 days' written notice confirming the changes.

16.7 In the event that freight charges for a Parcel increase due to reduced capacity in the market, or increased costs Starlinks reserves the right to apply a surcharge to the Price by giving the Client 7 days' written notice of such an increase.

16.8 Starlinks may at any time increase the Prices, or terminate the Contract, in the event that the Client's trading profile does not achieve the levels agreed upon when the account was opened or the Client's most recent trading profile.

16.9 Any increase in the Prices applies to new Parcels as well as Parcels that are subject to the Services at the time the increase takes effect.

16.10 Starlinks reserves the right to charge the Client a per Parcel:

16.10.1 £0.20 data amendment fee, if the delivery information supplied by the Client is insufficient or incorrect and has to be auto fixed by Starlinks; or

16.10.2 £2.00 data amendment fee, if the delivery information supplied by the Client is insufficient or incorrect and is required to be manually fixed by Starlinks.

16.11 Where, as a result of any inaccuracy in the Client's forecast, either the cost of providing the Services increases and/or Starlinks is subject to any charges (for example transport cancellation fees where volumes are below forecast), Starlinks shall be entitled to pass on any such costs or charges to the Client which the Client shall pay in accordance with clause 17.

17. PAYMENT TERMS

17.1 Starlinks shall invoice the Client separately for:

17.1.1 Services on a weekly basis in arrears and any applicable VAT; and

17.1.2 any Duties and Taxes on a weekly basis in arrears.

17.2 The Client shall pay each invoice submitted by Starlinks:

17.2.1 within:

- 17.2.1.1 30 days of the date of an invoice for Services, or in accordance with any Credit Terms; and
- 17.2.1.2 7 days of the date of the invoice for Duties and Taxes, or in accordance with any Credit Terms;
- 17.2.2 in full and in cleared funds to a bank account nominated in writing by Starlinks, and time for payment shall be of the essence of the Contract.
- 17.3 Where any taxable supply for VAT purposes is made under the Contract by Starlinks to the Client, the Client shall, on receipt of a valid VAT invoice from Starlinks, pay to Starlinks such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 17.4 If the Client disputes any invoice:
 - 17.4.1 the Client shall still be obligated to pay the invoice in full on or before the due date as set out in clause 17.2;
 - 17.4.2 the Client shall notify Starlinks in writing within 7 days of the date of receipt of the invoice, specifying the reasons for disputing the invoice in reasonable detail;
 - 17.4.3 Starlinks shall investigate the disputed invoice and provide all evidence as may be reasonably necessary to verify the figures in the disputed invoice;
 - 17.4.4 following which, a director or senior manager on behalf of each party shall negotiate in good faith to attempt to resolve the dispute promptly;
 - 17.4.5 if the parties have not resolved the dispute for any reason within 10 Business Days of the Client giving notice to Starlinks, either party may seek to resolve the dispute in accordance with clauses 22.13 and 22.14; and
 - 17.4.6 Starlinks' obligations to provide the Services shall not be affected by any payment dispute.
- 17.5 If a Client does not raise a dispute with an invoice in the timeframe specified in clause 17.4.2, then the Client will be deemed to have accepted the invoice as correct and binding.
- 17.6 Notwithstanding any other provision of the Contract, Starlinks shall have a general and particular lien on the Parcels as security for payment of all sums (whether due or not) claimed by Starlinks from the Client on any account (whether or not relating to the Parcels) (the

Secured Goods). If in Starlinks' reasonable opinion the Client is unwilling or cannot pay for the Services, or an invoice is not paid in full (unless a dispute is legitimate and validly notified under clause 17.4), Starlinks may, without prejudice to its other rights and remedies, give notice in writing to the Client of its intention to sell or otherwise dispose of some or all of the Secured Goods in its possession if the amount outstanding is not paid in full within 14 days. If the amount due is not paid by the expiry of such period, Starlinks may sell or otherwise dispose of some or all of the Secured Goods in its possession, as agent of the Client and at the Client's expense and risk, and shall remit the proceeds of sale or disposal of such Secured Goods to the Client after deduction of all amounts due to Starlinks and the expenses incurred by Starlinks for the sale or disposal of the Secured Goods. Starlinks shall not be liable for the price obtained for the sale or disposal of the Secured Goods. Starlinks (and any person deriving title to the Secured Goods through it) shall be entitled to use under licence in connection with the disposal of Goods any copyright material or trademarks, and pass on any manufacturer's standard warranty, relating to them which would be available to an authorised retailer of the Secured Goods. The lien shall continue notwithstanding any transfer of ownership of the Secured Goods or change of control of the Client. Storage shall be charged at Starlinks' standard rate for any Secured Goods detained under the lien or at the third party's rates where Starlinks is required to pay a competent authority to retain them. The Client will reimburse Starlinks for any Duties and Taxes, costs and expenditure incurred by Starlinks for the return or disposal of the Secured Goods.

17.7 If the Client fails to make a payment due to Starlinks under the Contract by the due date, then without limiting Starlinks' remedies under clause 20, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. **Interest** under this clause 17.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

17.8 In any case, Starlinks is entitled to withdraw or require revised payment and Credit Terms and at the start of the Contract or at any time during the Term, Starlinks reserves the right to require a bond and/or financial guarantee or some other form of security in order to provide, or continue to provide, the Services.

17.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17.10 Starlinks' charges for carriage, equipment and other services (including Duties and Taxes) shall be payable by the Client, however, Starlinks shall also have the right to demand and obtain payment from the sender (if different from the Client) or the Recipient, or from any other person who may be liable to pay such sums.

18. DATA PROTECTION

18.1 To the extent applicable, the parties acknowledge and agree that they shall each be a Controller for the purposes of the Data Protection Legislation.

18.2 The Client and Starlinks shall each comply with applicable obligations under the Data Protection Legislation.

18.3 The Client warrants that:

18.3.1 the Personal Data are lawfully obtained from Data Subjects under the Data Protection Legislation and are lawfully provided to Starlinks;

18.3.2 it provides Starlinks with Personal Data that are up-to-date and relevant for the lawful and legitimate purposes described in the Contract;

18.3.3 it has provided Data Subjects with all necessary and relevant information with regards to the Processing of their Personal Data as required by the Data Protection Legislation; and

18.3.4 the Processing does not infringe any third-party rights.

18.4 Starlinks may process Personal Data relating to the Client and Recipient as required for the purposes of providing the Services in accordance with its Data Privacy Policy, a copy of which is available on the Website.

18.5 The Client shall indemnify Starlinks on demand against all claims, actions and proceedings brought by a supervisory authority, a Data Subject and/or a third party in relation to any breach or alleged breach by the Client of its obligations under this clause 18 or pursuant to Data Protection Legislation and any related liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a

full indemnity basis) and all other professional costs and expenses) suffered or incurred by Starlinks.

19. LIMITATION OF LIABILITY

19.1 References to liability in this clause 19 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

19.2 Nothing in this clause 19 shall limit the Client's payment obligations under the Contract.

19.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

19.3.1 death or personal injury caused by negligence; and

19.3.2 fraud or fraudulent misrepresentation.

19.4 **Subject to clauses 19.3, 19.10 and 19.11, Starlinks' total aggregate liability to the Client arising from or in connection with the Contract:**

19.4.1 **in respect of physical loss or damage to a Parcel:**

19.4.1.1 **shall be limited per Parcel to the lower of either i) £25 for domestic UK or destination UK Parcels ii) £50 in all other cases, or the cost price of the total contents of the Parcel; or**

19.4.1.2 **in the event of a Bulk Loss, shall be limited to the lower of the liability limit in clause 19.4.1.1 or £1300 per tonne,**

19.4.2 **in connection with any other liability, shall not exceed the value equivalent to 10% of the Client's average monthly turnover with Starlinks under the Contract.**

19.5 **Subject to clauses 19.3, 19.10 and 19.11, this clause 19.5 sets out the types of loss that are wholly excluded by Starlinks:**

19.5.1 **loss of profits;**

19.5.2 **loss of sales or business;**

19.5.3 **loss of agreements or contracts;**

19.5.4 **loss of anticipated savings;**

19.5.5 **wasted costs;**

19.5.6 **loss of use or corruption of software, data or information;**

- 19.5.7 **loss of or damage to goodwill;** **and should not respond in the circumstances,**
- 19.5.8 **indirect or consequential loss; and**
- 19.5.9 **any loss the Client suffers as a result of:** **otherwise Starlinks shall have no liability for the claim for physical loss or damage.**
- 19.5.9.1 **the Client failing to provide the correct delivery information or details in respect of the sender or receiver of a Parcel;** 19.7 **For the Client to make a claim under clause 19.4.2, it must notify Starlinks within 3 months of the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and provide the grounds for the claim in reasonable detail otherwise the Client shall be precluded from bringing the claim.**
- 19.5.9.2 **the Client including a Prohibited Item under clause 10;**
- 19.5.9.3 **the Client failing to give a true, accurate and not misleading declaration of a Parcel's contents; or**
- 19.5.9.4 **the Client failing to ensure that all Parcels are adequately packaged and labelled for international transportation.** 19.8 **Where Starlinks accepts a physical loss or damage claim, the Client acknowledges that such a claim is separate and distinct from the invoices issued for Services and the Client shall not have any right of set off whether contractual, equitable or otherwise with regard to damage or loss claims.**
- 19.6 **Subject to clauses 19.10 and 19.11, for Starlinks to have any liability to the Client in respect of physical loss or damage to Parcels (including Bulk Loss), the Client must:** 19.9 **Starlinks shall not be deemed to be in breach of contract or have any liability to the Client for any failure to fulfil any delivery and/or collection within the Delivery Aims or any other specified timescales.**
- 19.6.1 **notify Starlinks in writing that it intends to make a claim within 30 days of the despatch date of the relevant Parcel or the occurrence of the Bulk Loss event as applicable;** 19.10 **If Parcels are transported solely or partly by air and the journey involves an ultimate destination or stop in a country other than the country of departure, the liability of Starlinks for physical loss, damage or delay shall be governed by and limited in accordance with the provisions of the Warsaw/Montreal Conventions, whichever is applicable.**
- 19.6.2 **provide costs invoices as evidence of the value of the contents of the Parcels;**
- 19.6.3 **if the Parcels or contents have been damaged, provide date and time stamped photographic evidence of that damage which in Starlinks' reasonable opinion proves that Starlinks or its Carriers or other subcontractors were responsible (at its request, Starlinks must be provided with the contents and packaging for inspection);** 19.11 **If Parcels are transported solely by road and they are provided to Starlinks in a country or delivered in a country that has ratified the CMR Convention, the liability of Starlinks for loss, damage or delay shall be governed and limited in accordance with the provisions of the CMR Convention. If Parcels are transported solely by road and they are provided to Starlinks in a country or delivered in a country neither of which have ratified the CMR Convention, the liability of Starlinks for loss, damage or delay shall be deemed to be governed and limited in accordance with the provisions of the CMR Convention. The exchange rate that is valid on the date of the payment (if any) to the Client shall apply.**
- 19.6.4 **establish to Starlinks' reasonable satisfaction that no exclusions in clause 6.4 apply; and**
- 19.6.5 **evidence that the Client has a valid insurance policy in place pursuant to clause 6.5 and that such insurance policy does not**
- 20. TERMINATION**
- 20.1 **Without affecting any other right or remedy available to it:**

- 20.1.1 Starlinks may terminate the Contract by giving the Client 10 Business Days written notice;
 - 20.1.2 the Client may terminate the Contract by giving Starlinks 30 days' written notice.
 - 20.2 Without affecting any other right or remedy available to it, Starlinks may terminate the Contract with immediate effect by giving written notice to the Client if:
 - 20.2.1 the Client fails to pay any amount due under the Contract on the due date for payment;
 - 20.2.2 there is a change of control of the Client;
 - 20.2.3 the Client commits a material or persistent breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of the Client being notified in writing to do so;
 - 20.2.4 the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 20.2.5 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 20.2.6 the Client's financial position deteriorates to such an extent that in Starlinks' opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - 20.2.7 where Starlinks deducts or sets off sums against an agreed bond of any amount of monies on account of overdue sums or liabilities owed by the Client to Starlinks under the Agreement and the same amount is not replaced in full by the Client within 7 days of notice from Starlinks;
 - 20.2.8 where a guarantee has been agreed with the Client and the guarantor named in such guarantee fails to make any payment due to Starlinks under the guarantee by the due date for payment;
 - 20.2.9 where the Client exceeds its Credit Limit and fails to immediately make a payment to Starlinks of such sum as is necessary to bring its account back within the Credit Limit; or
 - 20.2.10 where the Client's Credit Limit has been adjusted by Starlinks pursuant to clause 17.8 and the Client fails to pay the sum required to bring its account below the new Credit Limit within 7 days.
 - 20.3 Without affecting any other right or remedy available to it, Starlinks may suspend the supply of Services under the Contract or any other contract between the Client and Starlinks if:
 - 20.3.1 the Client exceeds its Credit Terms; and
 - 20.3.2 the Client reasonably believes that the Client is about to become subject to any of the events listed in clause 20.2.4, 20.2.5 or clause 20.2.6.
- 21. CONSEQUENCES OF TERMINATION**
- 21.1 On termination of the Contract:
 - 21.1.1 the Client shall immediately pay to Starlinks all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Starlinks shall submit an invoice, which shall be payable by the Client immediately on receipt; and
 - 21.1.2 subject to the retention of any Secured Goods under clause 17.6, Starlinks shall complete the delivery of any Parcels which have already been fully paid for by the Client.
 - 21.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 22. GENERAL**
- 22.1 **Force majeure.** Starlinks shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event.
 - 22.2 **Assignment and other dealings.**
 - 22.2.1 The Client expressly consents that Starlinks may at any time assign, transfer, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its

rights and obligations under the Contract to or with any third party (including any member of its Group).

22.2.2 The Client shall not assign, transfer, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

22.3 **Survival.** Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect including clauses 8, 9, 10.2, 11, 13, 15.2, 17, 18, 19, 22.4, 22.5, 22.13, 22.14 and 22.15.

22.4 TUPE

22.4.1 If, upon commencement of the Contract, or at any other time, any contract of employment or collective agreement relating to a Relevant Incumbent Supplier Employee shall have effect as if originally made between the Relevant Incumbent Supplier Employee and Starlinks or its Carriers or other subcontractors as a result of the Transfer Provisions, then without prejudice to any other rights or remedies which may be available to Starlinks:

22.4.1.1 the Client will indemnify Starlinks and its Carriers and other subcontractors on demand against any Employment Losses which relate to, arise out of or are connected with any act or omission by the Client or the Incumbent Supplier or any event, matter or other occurrence having its origin prior to the Transfer Date, and which Starlinks or its Carriers or other subcontractors incur in relation to any such contract of employment or collective agreement;

22.4.1.2 Starlinks or its Carriers or other subcontractors may, upon becoming aware of the application of the Transfer Provisions to any such contract of employment or collective agreement, terminate such contract or agreement immediately and the Client shall indemnify Starlinks and its Carriers and other subcontractors on demand against any Employment Losses relating to or arising out of such termination and reimburse it for all costs and expenses (including, without limitation, any taxation) incurred in respect of the employment of the Relevant Incumbent Supplier Employee(s) in question on or after the Transfer Date.

22.5 Confidentiality.

22.5.1 Each party undertakes that it shall not, during the Term of this Contract and for 5 years thereafter, disclose to any person any confidential information

concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 22.5.2. For the avoidance of doubt, the Rate Card is confidential information.

22.5.2 Each party may disclose the other party's confidential information:

22.5.2.1 to its employees, officers, representatives, Group companies, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 22.3; and

22.5.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

22.5.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

22.5.4 Without prejudice to the generality of clause 22.5.3, neither party shall make any announcement or otherwise publicise any information relating to this Contract (excluding any disclosure required by legal, accounting or regulatory requirements) without the prior written consent of the other party.

22.6 Entire agreement.

22.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.6.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

22.7 **Variation.** Except where expressly permitted in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 22.8 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.9 **Additional applicable conventions.** In the event of an incomplete or invalid provision or in the absence of a provision on a specific subject matter in these Conditions, the Warsaw/Montreal Conventions (if Parcels are transported solely or partly by air) or the CMR Convention (if Parcels are transported solely by road) shall apply. In case of any conflict, inconsistency or discrepancy between the wording of the aforementioned international conventions and these Conditions, these Conditions shall prevail except where the Conditions contravene mandatory provisions in the relevant convention/s.
- 22.10 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract is deleted under this clause 22.10 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 22.11 **Notices.**
- 22.11.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service, or sent by email to the addresses specified:
- 22.11.2 **Client:** the address or email address set out in the Account Application Form; and
- 22.11.3 **Starlinks:** the address set out in the Account Application Form or info@starlinks-global.com, in each case with a copy to beth.chapman@starlinks-global.com.
- 22.11.4 Any notice or communication shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.11.4, **business hours** means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 22.11.5 Any notice given under or in connection with this Contract shall be in the English language. All other documents provided under or in connection with this Contract shall be in the English language or accompanied by a certified English translation.
- 22.11.6 This clause 22.11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 22.12 **Third party rights.**
- 22.12.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 22.12.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 22.13 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 22.14 **Jurisdiction.** Provided that it does not conflict with any compulsory provisions set out in the conventions referred to in clause 22.9 or in applicable national law, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Nothing in this clause shall limit the right of Starlinks to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- 22.15 **Process Agent.** Where the Client is a non-English entity, unless prohibited or incompatible with a compulsory provision of any applicable national law, within 7 days of a request by Starlinks, the Client shall appoint an agent to receive service of process in England in any proceedings with respect to this Agreement.
- 22.16 **Electronic signature.** The Client agrees to sign this Contract (via the Account Application Form) by electronic signature and that this method of signature is as conclusive of its intention to be bound by this Contract as if it was signed by manuscript signature.