



# Terms & Conditions

THESE CONDITIONS LIMIT OUR LIABILITY. PLEASE READ CONDITION 8 VERY CAREFULLY TO MAKE SURE THAT YOU FULLY UNDERSTAND THESE CONDITIONS. YOU ARE ADVISED TO PURCHASE INSURANCE IF YOU WISH TO COVER YOUR RISK ABOVE THESE LEVELS.

## 1. Who is covered by these terms and conditions?

These General Terms and Conditions apply to you, the sender of the shipment of items and anyone else who has an interest in the shipment. Also, these General Terms and Conditions apply to Global Mail, its subsidiary, affiliate or associate which arranges the collection, delivery or handling of the shipment. A deviation from these General Terms and Conditions is only valid if there is a separate written agreement, signed by the sender and a fully authorised representative of Global Mail or any of its subsidiaries in question. Unless we have a separate written agreement with you which says otherwise, we will choose the routing of your shipment and the subcontractors we use.

## 2. What items do we not accept?

We do not accept any items which are prohibited by transport or postal conventions, the rules of any international air transport or other association, or items which we believe may be unsafe to handle or items which are illegal in the country of origin, destination or any third country through which the items travel ( hereinafter referred to as the "Prohibited Items"). We may ask you to show us samples of the items you wish to ship to make sure that they are not Prohibited Items. However, whether or not we request you to show us samples of the items you wish to ship, it is your full responsibility to ensure that no Prohibited Items are handed over to us. If you do hand over any Prohibited Items, you agree to indemnify and hold us fully harmless from any claims made against us and from any loss, liability or damage we may incur and you also agree that we can deal with any Prohibited Items in whatever way we think fit. We reserve the right to refuse to accept or collect a shipment from you, at any time, if (a) you do not act in accordance with this provision, these General Terms and Conditions in general and/or any individual contract between you and us, (b) any court or arbitration tribunal of competent jurisdiction or any competent governmental or regulatory authority with jurisdiction over you and/or us determines that our provision of services to you is contrary to existing laws, rules or regulations, or (c) any law, rule or regulation which is

passed or adopted makes it materially more expensive or difficult for us to provide our services based on our reasonable judgment.

### **3. Customs, duties, taxes and other charges:**

It is your responsibility to inform us about the contents of your shipment. You should also inform us if your shipment contains items to which customs duties, taxes (including but not limited to value added tax ("VAT") / goods and services tax ("GST") if applicable) and/or other charges apply. You undertake and certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents, you risk a civil claim and/or criminal prosecution the penalties of which include forfeiture and sale of your shipment. You agree that you will be ultimately responsible for any customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges which are or will become due on your shipment.

Depending on the routing of your shipment, customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges may apply. If we agree to assist you with, or arrange for you, the clearing and entering of the shipment through customs you hereby appoint us as your agent solely for that purpose. Should we subcontract these customs clearance activities – for example to a specialized clearing agency – you hereby grant us all rights and authorities on your behalf for the purpose of designating a customs broker to perform customs clearances and entries. To the extent that we assist you with, or arrange for you, the clearing and entering of the shipment through customs, such assistance or arrangement will be rendered at your sole risk.

Notwithstanding whether our services to you start before or after the clearance of your shipment through customs and notwithstanding whether we agree or do not agree to perform the customs clearance activities (regarding customs duties, taxes (including but not limited to VAT / GST if applicable), penalties, storage charges or other) on your behalf, it is your responsibility to provide documentation at your own expense regarding the shipment (e.g. detailed shipment information on quantity, volume, value etc.) within 24 hours after a notification to you, if we and/or any customs authority require(s) such documentation for the purpose of confirming the import/export declaration and/or our customs clearance status. If our services to you start after customs clearance of your shipment and the subsequent delivery of that shipment to us and:

- i) you refuse to provide us with the requested (shipping) documentation,
- (ii) your (shipping) documentation proves to be incorrect or incomplete for whatever reason, or

(iii) issues arise from improper customs clearance regarding your shipment, we reserve the right, at our sole discretion, to:

- (a) refuse your shipment, or
- (b) refuse our services to you until you have arranged the required remedial actions and you have fully resolved the issue.

You acknowledge and accept that we are not part of the commercial transaction between you as sender/exporter/importer of the shipment and the end-receiver/consignee/importer of that shipment. We can therefore not be regarded and we do not qualify as sender, exporter, importer, end-receiver or consignee of your shipment from a commercial, fiscal and legal perspective. By handling and delivering your shipment – with or without assisting you with and arranging customs clearance activities for you – we merely act as the facilitator and we provide you with a distribution address for the purpose of handling, delivering and possibly the clearing through customs of your shipment. You hereby warrant that you and/or any of your suppliers will fill out and complete the relevant (shipping) documentation regarding your shipment in accordance with this article and in accordance with our instructions for the purpose of making the shipping documents compliant to this article.

Any customs duties, taxes (including but not limited to VAT / GST if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or other fiscal/regulatory/governmental authorities or your failure to provide proper documentation and/or to obtain the required license or permit regarding your (items in the) shipment will be charged to you. Upon first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage or any other expenses. You indemnify us from any claims or damages as a consequence of any issue in relation to customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges.

We are not liable for any delays, losses or damage caused by interference from customs officers or other fiscal/regulatory/governmental authorities.

#### **4. Opening items:**

In order to make sure that there are no prohibited items (these are described in clause 2) and/or items to which customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges apply and/or to confirm the nature or value of declared items, we may need to open your shipment. You understand that we have this right and will hold us harmless against any claims we may receive or make good any loss or damage we incur.

## **5. When and how much you will have to pay for the services?**

Unless we have made another agreement with you in writing, the price for delivery and handling of the shipment is the rate set out in the rate card which was provided to you and agreed with you or, if no rate card has been agreed, the published tariff at the time we collect the shipment. Tariffs can change so you should make sure that you are aware of the tariff, which is in force whenever you make a shipment. Unless we have agreed anything else with you in writing, you must pay us within 7 days of collection of the shipment or, if we have sent you an invoice for any payment, you must pay us within 7 days of the date of that invoice.

## **6. The extent of our liability:**

We often need to rely on several other parties to provide the service to you, some or all of which limit or exclude their liability to us. We, therefore, do not accept unlimited responsibility for anything that happens to your shipment. If your shipment, or any of the items, is lost or damaged we will compensate you only for direct losses which you suffer (i.e. the actual cost of the lost item), up to a maximum of €100 per shipment (or the equivalent in the currency of the country in which you are resident). We do not accept and expressly disclaim any liability for special, indirect, incidental or consequential losses or damages (including, but not limited to, loss of opportunity, wasted costs or lost profits) or loss which is caused by something over which we have no direct control. Unless we have a specific agreement with you in writing, we do not accept any liability if your shipment is delayed. If your shipment needs protection above the limits in these conditions, we strongly advise you to take extra insurance with us.

## **7. What happens if you do not pay or you pay us late?**

If you are late in paying we may charge you interest for every day payment which is overdue at a rate of 1,5% per month of the overdue amount. If we need to take action to recover payment from you, you agree to pay us for all of our costs, including reasonable attorney's fees. Even if you have a claim that the service was not properly performed, you agree to pay the charges for the shipment and all of our costs. If you have a claim, the claim will be handled under clause 9. In order to ensure that we are secured against nonpayment by you, you grant us a security interest in and over any shipments you have given to us and which are in our possession and authorize us to deal with those items in whatever way we consider appropriate (including, but not limited to, selling, holding or destroying the items) in order to recover some or all of the payment from you and/or to reduce our own costs or disruption to our business.

## **8. Undelivered items:**

If a shipment or any item is not delivered for reasons which cannot be attributed to us, you permit us to open the item and to try to return it to you at your own cost. We will try to contact you to reach an agreement on how to deal with such items but, in order to minimize our costs and disruption to our business, you agree that we can deal with such undelivered items in any way we consider appropriate (which may involve arranging for delivery, returning them to you or arranging for collection by you or selling or destroying the items).

## **9. How to claim if your shipment or any items are lost or damaged:**

If you have a claim for loss or damage to a shipment or any items contained in a shipment, you agree that you will report it in writing to the board of management of Global Mail and as soon as possible, at the very latest, within 25 days of the date of collection. If you do not act in accordance with the above procedure, we will not accept liability for any such lost or damaged items.

## **10. Postal regulations:**

Under certain postal regulations, it is possible for the postal administration in many countries to levy a surcharge or even to return or refuse to deliver mail. This may happen if, for example, you post mail using the services of a foreign postal administration but you are resident in the country in which the mail is to be delivered (this is called "ABA re-mail") or if you post mail for delivery in a third country, using the services of a postal administration which is not the postal administration in your country of residence or the country of final delivery (this is called "ABC re-mail"). If any situation occurs where any of your shipments are subject to surcharging, non-delivery, return or even destruction as a result of postal regulations, you will be fully responsible for the consequences and will hold us completely harmless against all costs arising from such action. You will also help us to challenge any such claims if we ask you to do so.

## **11. Where disputes will be dealt with:**

We have tried to make these General Terms and Conditions as clear and fair as possible. However, in the event of any dispute between you and us in respect of any service or shipment covered by these General Terms and Conditions, you agree that: these General Terms and Conditions and our agreement will be governed by and construed in accordance with the laws of Austria without giving effect to the principles of conflict of laws and that, in the event that there is a dispute about these General Terms and Conditions and/or the provision of our services, the dispute will be brought before the courts in Vienna, Austria. There is one exception to this rule. If you have not paid us and we need to

collect money from you, you agree that we will be allowed to take legal action in any country where we believe we are able to collect the debt.