

ANNEX TO TNT TERMS AND CONDITIONS OF CARRIAGE FOR EUROPE
APPLICABLE TO INTRA-UNITED KINGDOM SHIPMENTS ONLY
(EFFECTIVE FROM 1 JUNE 2021)

THE FOLLOWING CONDITIONS ARE SUPPLEMENTAL TO THE TNT TERMS AND CONDITIONS OF CARRIAGE FOR EUROPE (“**CONDITIONS OF CARRIAGE**”) AND APPLY TO THE PROVISION OF TRANSPORTATION SERVICES WITHIN THE UNITED KINGDOM.

THESE SUPPLEMENTAL CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE CONDITIONS OF CARRIAGE.

THE SENDER SHOULD NOTE THAT THESE SUPPLEMENTAL CONDITIONS CONTAIN ADDITIONAL AND/OR DIFFERENT PROVISIONS TO THOSE SET OUT IN THE CONDITIONS OF CARRIAGE. IN PARTICULAR, THERE ARE DIFFERENT PROVISIONS FOR LIABILITY AND THE CLAIMS PROCESS FOR TRANSPORTATION SERVICES WITHIN THE UNITED KINGDOM, THAN THOSE SET OUT IN THE CONDITIONS OF CARRIAGE. THE SENDER SHOULD NOTE THESE SUPPLEMENTAL CONDITIONS CAREFULLY.

1 Defined Terms

- 1.1 All references and defined terms shall have the same meaning as in the Conditions of Carriage.
- 1.2 The following additional defined terms shall apply in these Supplemental Conditions:

“ Conditions of Carriage ” means the TNT Terms and Conditions of Carriage for Europe.
“ Fashion Shipments ” means Shipments comprising Sets, cartons or Packages of clothing or fashion items.
“ International Shipment ” means a Shipment carried from the United Kingdom (including the Isle of Man) or the Channel Islands to a destination which is not in one of those countries.
“ Sets ” means a set consisting of hanging garments being up to 20 cm wide with a maximum length of 120cm.
“ Storage ” shall mean the retention of Fashion Shipments in TNT premises except where goods are held in the ordinary course of transit. Storage shall commence only when the goods have been unloaded at TNT premises and will terminate when the goods are reloaded for delivery at the Sender’s request.
“ Supplemental Conditions ” means these supplemental terms and conditions as updated on https://www.tnt.com/express/en_gb/site/terms-conditions.html from time to time.

- 1.3 References to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.
- 1.4 The headings in these Supplemental Conditions are for ease of reference only and shall not affect their interpretation.
- 1.5 In the event of any conflict between these Supplemental Conditions and the Conditions of Carriage, these Supplemental Conditions shall prevail.

2 Contracting Party

Your contract of carriage in respect of Shipments accepted in the United Kingdom is with FedEx Express UK Transportation Limited (previously known as TNT UK Limited). References to TNT shall be deemed to be references to FedEx Express UK Transportation Limited.

3 Shipment, Loading and Unloading

- 3.1 Unless TNT has agreed in writing to the contrary:

- a. TNT shall not be under any obligation to provide any plant, power or labour as may be required for loading or unloading any Shipment other than that ordinarily expected to be carried by the vehicle in which Shipment is to be carried;
 - b. The Sender warrants that any special appliances required for loading or unloading any Shipment that are not ordinarily expected to be carried by such vehicle will be provided by the Sender or the Recipient;
 - c. TNT shall be under no liability whatsoever to the Sender for any damage whatsoever or howsoever caused if TNT is instructed by the Sender or the Recipient to load or unload any Shipment requiring special appliances whether or not such special appliances are provided or for any failed collection or delivery caused by the absence of any such special appliance required for loading or unloading.
- 3.2 The Sender will ensure that all items requiring carriage by TNT which weigh more than 25kg (twenty five kilograms) will have securely fixed to the outer surface of the Shipment a heavy weight label. The heavy weight label should be placed in a prominent and visible position.
- 3.3 The Sender shall indemnify TNT against all costs, expenses, liabilities, injuries, losses, damages, claims, demands, proceedings or legal costs which TNT suffers as a result of any assistance it provides in accordance with Supplemental Conditions 3.1a, 3.1b and/or 3.2.
- 3.4 The Sender warrants, represents and agrees that the value of any Shipment will not exceed £15,000.
- 3.5 In respect of Fashion Shipments, TNT reserves the right to move the Fashion Shipment from one Storage location to another.

4 Unreasonable Detention

- 4.1 The Sender shall be liable for any costs and expenses incurred by TNT due to the unreasonable detention of any vehicle, trailer or container but the rights of TNT against any other person in respect thereof shall remain unaffected.

5 Carriage Not Using TNT's Usual Transportation Network

Notwithstanding Section 24 of the Conditions of Carriage, the Shipment of Packages or Freight by rail, air or any other form of transportation not utilising TNT's usual UK domestic road transportation may be arranged by TNT on the instructions of the Sender. Such carriage shall be subject to the conditions of the relevant carrier contracted to carry the Shipment and TNT shall be under no greater liability to the Sender or Recipient than the liability such relevant carrier has to TNT.

6 Transit and Delivery

- 6.1 If TNT is unable to deliver a Shipment to the Recipient's address, TNT may, at TNT's discretion, deliver the Shipment to a neighbouring address unless the Sender has excluded such delivery option in accordance with Section 16.8 of the Conditions of Carriage. If a Shipment is delivered to an alternative address, TNT shall leave a contact card at the address specified on the Waybill identifying the alternative address. The Sender acknowledges and agrees that a delivery in accordance with this Supplemental Condition shall constitute delivery to the address specified on the Waybill.
- 6.2 TNT shall if required by the Sender sign a document prepared by the Sender acknowledging receipt of the Shipment but no such document shall be evidence of the condition of or the correctness of the declared nature, quantity or weight of the Shipment at the time it is received by the Carrier.
- 6.3 The Sender and Recipient acknowledge and agree that temporary holding of a B2C Shipment by TNT pursuant to the Recipient's instructions, e.g. to postpone the delivery, shall be considered part of the contract of carriage.
- 6.4 In the United Kingdom, TNT will only attempt to deliver the Shipment twice and not three times as set out in Section 17.1 of the Conditions of Carriage. The Shipment will be considered undeliverable after the second attempt.

7 Charges

- 7.1 Subject to Section 5 of the Conditions of Carriage, where a Shipment is carried for charges based on weight and no weight is stated on the Waybill or other delivery document the Shipper shall pay charges based on TNT's reasonable estimate of the weight of the Shipment.

7.2 The Sender agrees and acknowledges that if it is being charged a rate per parcel or item that all parcels or items will be charged at the applicable rate per parcel or item regardless of whether each parcel or item is sent separately or is banded to or attached to another parcel or item as determined by TNT in its absolute discretion.

8 **Special Delivery Instructions**

8.1 Notwithstanding anything to the contrary in the Conditions of Carriage, the Sender or the Recipient of a Shipment may give special instructions to TNT (by means of a TNT website or any other medium) to deliver the Shipment to another location/person (being for example a neighbour and/or neighbouring address) or the Recipient may indicate its wish to collect the Shipment from a location approved by TNT. Where the Sender and/or Recipient requests and TNT agrees to enable this special delivery instructions service, the following provisions shall apply:

8.1.1 TNT furnishing any delivery receipt upon which is listed the alternative person and/or delivery location shall constitute proof of delivery of the Shipment;

8.1.2 TNT shall not be liable for any loss or damage in any way as a result of TNT's performance of the special delivery instructions;

12.2.3. the Sender shall indemnify TNT and hold TNT harmless from and against all claims, costs, liability and expenses (including reasonable lawyers fees and expenses) arising by reason of loss or damage to any Shipments as a result of providing the special delivery instructions service. TNT also reserves the right to charge the Sender an administration fee for providing the special delivery instructions service.

8.2 Where appropriate TNT may deliver the shipment to an address close to the delivery address if the Recipient of the Shipment is not available, at the Sender's risk.

9 **Standard Limits of Liability for Transportation Services**

9.1 The provisions of Section 20 of the Conditions of Carriage do not apply to the provision of Transportation Services within the United Kingdom. Instead, the provisions of this Supplemental Condition 9 shall apply.

9.2 Notwithstanding anything to the contrary in these Supplemental Conditions or the Conditions of Carriage, TNT's liability for death or personal injury caused by its negligence or for fraud is not limited.

9.3 Except as otherwise provided in these Supplemental Conditions the liability of TNT in respect of claims for loss, mis-delivery, late delivery, non delivery of or damage to goods comprising the Shipment howsoever sustained (including without limitation breach of contract, negligence, willful act or default) shall in all circumstances be limited to the lesser of:

- a. the market value of the Shipment at the time of carriage; or
- b. the cost of repairing any damage or of re-conditioning the goods or the part affected; or
- c. £15 (fifteen pounds) per kilo to a maximum of £15,000 per Shipment,

and in respect of Fashion Shipments only (where for the avoidance of doubt the provisions of Supplemental Conditions 9.3a to 9.3c do not apply), shall in all circumstances be limited to:

- d. Fashion Shipments in transit - £200 in respect of damage, loss or misdelivery per hanging garment, or cost of repair, or cost value, whichever is the lower, up to a maximum of £1,000 per Set. For non-hanging goods £15 per kilogram, or cost of repair, or cost value, whichever is the lower (where no weight has been declared then a notional weight of 20 kilograms per package will be applied). All claims relating to Fashion Shipments in transit shall be subject to a maximum liability of £5,000 per Fashion Shipment; or
- e. Fashion Shipments in Storage - 50% of the Fashion Shipments in transit limits in Supplemental Condition 9.3d above. In the event of any claim TNT reserves the right to offset the value of any Fashion Shipments held in excess of the agreed stockhold against any alleged shortages,

PROVIDED THAT:

- (i) in the case of delay, where the Sender can show TNT that it has suffered loss, TNT's liability is limited to refunding the charge the Sender had paid TNT in respect of that Shipment or the part which was delayed;

- (ii) TNT has no liability if the charges are overdue in accordance with Section 3 and/or Section 6.1 of the Conditions of Carriage;
- (iii) notwithstanding Supplemental Conditions 9.3a to 9.3c and 9.3d to 9.3e above in the case of an International Shipment the liability of TNT shall not exceed US\$100;
- (iv) TNT shall be entitled to require proof of the cost of the whole of the Shipment and of any part thereof lost or damaged including but not limited to copy invoices;
- (v) notwithstanding Section 6.2 of the Conditions of Carriage and Supplemental Condition 7.1 TNT shall be entitled to require proof of the gross weight of the whole of the Shipment or of any part thereof lost or damaged;
- (vi) TNT shall be entitled to require proof in respect of any claim that the goods were undamaged and in full working order when Shipment commenced;
- (vii) the Sender is not itself in the business of carrying or arranging to carry goods for reward;
- (viii) TNT may after six months after delivery of a Fashion Shipment destroy the documents relating to the Fashion Shipments or Storage and their absence shall not be held against TNT.

10 **Limits of Liability for Other Claims**

If not governed by Supplemental Condition 9, TNT's liability for loss, damage, delay or any other claim in connection with the provision of Ancillary Services, or other breach of contract is limited to £3.50 per kilogram, in all cases not exceeding a maximum liability of £15,000 per event or series of connected events.

11 **Maximum Liability: Enhanced Liability**

- 11.1 The Sender may, against payment of the indicated charge, make a declaration on the Waybill of the value of the Shipment (non document shipment) exceeding the limits laid down in Supplemental Conditions 9 and 10 up to a maximum of £15,000 per shipment ("Enhanced Liability"). Declaration must be made by completing the relevant box on the Waybill and paying the indicated charge. Compensation for proved loss or damage to the Shipment may be claimed up to the total amount of the above declared value.
- 11.2 Enhanced Liability is not available for precious stones, precious metals, laptop computers, plasma and LCD screens, jewellery, money, glass, china, objects of art, antiques, documents (other than the reconstitution cost as provided for in Supplementary Condition 11.3 below) or any films, tapes, discs, memory cards or any such other data or image carrying goods. Enhanced Liability is also not available to Senders in the technology industry that send Shipments containing technological goods or items. If such goods are shipped TNT recommends that the Shipper arrange insurances itself.
- 11.3 The Sender may opt for Enhanced Liability for the reconstruction, reproducing, reissuing or re-printing cost (including the costs of the materials (e.g. paper) plus reasonable labour costs) of the Sender's document Shipment by completing the relevant box on the Waybill and paying the indicated charge. Compensation for proved loss or damage to the Sender's document shipment may be claimed up to a maximum £350 per Shipment. This Enhanced Liability option is only available for documents which are listed on the UK website of TNT.
- 11.4 If the Sender elects Enhanced Liability, the following conditions apply:
 - a. Exposure to and risk of any loss in excess of the declared value is assumed by the Sender.
 - b. A fee will be assessed based on the declared value.
 - c. TNT's liability for proved loss, damage, delay or any other claim in connection with the Shipment will not exceed the Shipment's repair cost, its depreciated value or its replacement cost, whichever is less. TNT is entitled to require independent proof of the value of the contents of a Shipment for which a claim is made.
 - d. No compensation is available for (i) losses of a consequential nature, or (ii) delays or loss arising as a result of the Sender's breach of its obligations under these Supplemental Conditions of Conditions of Carriage.
 - e. No compensation is available for losses relating to Ancillary Services.

- f. Any attempt to declare a value for Enhanced Liability or customs in excess of the maximum amounts allowed in these Supplemental Conditions is null and void. Such declared value automatically will be reduced to the authorised limits for the Shipment. TNT's acceptance for carriage of any Shipment bearing a declared value in excess of the maximum amounts allowed does not constitute a waiver of any provision of these Supplemental Conditions or Conditions of Carriage. TNT cannot honor requests to change the declared-value information on the Waybill after tender to TNT.
- g. When the Sender has not specified the Enhanced Liability of each individual Package on the Waybill but has specified a total declared value for the Shipment as a whole, the declared value of each Package will be determined by dividing the total declared value by the number of Packages on the Waybill. In no event may the declared value of any Package in a Shipment exceed the declared value of the Shipment.

12 Unique Items

For the avoidance of doubt, the provisions set out in Section 20.4 of the Conditions of Carriage do not apply, and TNT does not assume liability for such Unique Items as set out in Supplemental Condition 13.

13 Liabilities Not Assumed.

- 13.1 The provisions of Section 21 of the Conditions of Carriage shall not apply to the provision of Transportation Services within the United Kingdom. Instead, the provisions of this Supplemental Condition 13 shall apply.
- 13.2 TNT assumes no liability whatsoever and howsoever arising (and for the avoidance of doubt including but not limited to breach of contract, negligence, gross negligence or wilful acts or omissions) for:
 - a. Subject to further limitations set out in these Supplemental Conditions and Conditions of Carriage, any damages in excess of the Enhanced Liability (as limited by Supplemental Condition 11) or the limitation of liability as set forth in Supplemental Conditions 9 and 10, or in respect of International Shipments the applicable Convention (where applicable), whether or not TNT knew or should have known that such damages might be incurred; and
 - b. Special, incidental, consequential or indirect loss or damage, including to costs of alternative transport, economic loss, loss of income, revenue, use or profits, anticipated savings, goodwill or loss of opportunity.
- 13.3 Sender assumes all exposure to and risk of any loss, damage or delay beyond that expressly assumed by TNT in these Supplemental Conditions and Conditions of Carriage. The Sender should arrange for its own insurance cover if desired. TNT does not provide insurance cover.
- 13.4 TNT assumes no liability, nor will TNT make any adjustment, refund, or credit of any kind for, any loss, damage, delay, mis-delivery, non-delivery, misinformation or failure to provide information, caused by or resulting from any of the following events (not an exhaustive list):
 - a. the act, default, or omission of the Sender, Recipient or any other party with an interest in the Shipment;
 - b. the nature of the Shipment or any defect, characteristic or inherent vice or fragility thereof;
 - c. violation of these Supplemental Conditions and Conditions of Carriage, or other terms and conditions applicable to the Shipment including shipping a Prohibited Item, dangerous goods, the incorrect declaration of the cargo, securing, marking or addressing of Shipments;
 - d. fines, penalties, or other financial sums levied against Sender or Recipient by any regulatory authority or third party;
 - e. any events beyond the control of TNT including a pandemic or epidemic, perils of the air, public enemies, public or regulatory authorities acting with apparent or actual authority, acts or omissions of customs officials, riots, strikes or anticipated strikes, or other local disputes, civil commotion, hazards incident to a state of war or weather conditions, or national, international or local disruptions in air or ground transportation networks, criminal acts of any person(s) or entities including acts of terrorism, natural disasters, disruption or failure of communication and information systems (including TNT systems), mechanical delay or conditions that present a danger to TNT personnel;

- f. improper or insufficient packing, including the Sender's failure to use packaging approved by TNT where such approval is sought, recommended or required. In particular, computers, electronics, fragile items and alcohol must be packaged in accordance with TNT guidelines, available on TNT.com. Provision of packaging, or advice, assistance or guidance on the appropriate packaging of Shipments by TNT does not constitute acceptance of liability by TNT, unless TNT expressly states otherwise in writing;
- g. compliance with verbal or written delivery instructions from the Sender, Recipient or persons claiming to represent the Sender or Recipient;
- h. delay in delivery caused by adherence to TNT policies regarding the payment of Charges;
- i. the inability of TNT to provide a copy of the delivery record or a copy of the signature obtained at delivery;
- j. the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
- k. TNT's failure to honor "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings);
- l. TNT's failure or delay to notify the Sender or Recipient of any delay, loss or damage to a Shipment, incomplete, incorrect or inaccurate Recipient's or customs broker's address, incorrect, incomplete or missing documentation, or non-payment of duties and taxes necessary to release a Shipment;
- m. loss of or damage to any individual item for which TNT has no verifiable record of receipt, including in circumstances where, at the time of providing the Shipment to TNT, goods have been pre-loaded into a trailer, palletised or packaged in such a way that the number of items or contents of the Shipment cannot reasonably be checked;
- n. the loss of any personal or financial information, including social security numbers, dates of birth, driver's license numbers, credit or debit card numbers and financial account information;
- o. the Sender's failure to delete all Shipments entered into a TNT shipping system or device when the Shipment is not tendered to TNT;
- p. damages indicated by any shockwatch, tiltmeter or temperature instruments;
- q. failing to meet the Delivery Commitment Time for any Shipments with an incomplete or incorrect address (see Section 18 (Undeliverable Shipments) of the Conditions of Carriage);
- r. the Recipient not taking or accepting delivery after the Shipment has been tendered; and
- s. Shipments being released without obtaining a signature if the Recipient has consented to TNT permitting delivery without a signature.

13.5 Notwithstanding Supplemental Condition 9.3, TNT shall not be liable for any loss, mis-delivery or non delivery of or damage or delay to:

- a. Unique Items, watches, glassware or any item containing glass, plasma or LCD screens or china;
- b. prepay telephone cards and vouchers, electricity tokens and vouchers and similar vouchers;
- c. furs, liquor, wines and spirits, or personal effects;
- d. documents including but not limited to passports, birth certificates or study work;
- e. drugs and pharmaceuticals;
- f. foodstuffs;
- g. such other items as may from time to time be notified in writing by the Carrier to the Shipper.

13.6 TNT provides delivery services for customers from a number of different industries and the Sender agrees and acknowledges that TNT can provide no guarantee or assurance that any food or foodstuffs provided

to TNT for carriage will not come into contact with or be contaminated by other goods and/or substances in the course of carriage or that TNT can comply with the provisions of the Food Safety Act 1990, as amended from time to time. The Sender agrees and acknowledges that TNT will have no liability to the Sender for any contamination of or damage to any food or foodstuffs that the Sender provides to TNT or for any failure by TNT to comply with the Food Safety Act 1990.

- 13.7 If TNT is not liable, including for any liability that exceeds the liability expressly assumed by TNT in these Supplemental Conditions, the Sender will be liable and agrees to indemnify TNT and hold TNT harmless for any damage caused by the Shipment to TNT or to a third party or from any claim by a third party, notably the Recipient. The Sender further agrees to indemnify TNT against all claims made upon TNT by HM Customs & Revenue or any other relevant customs or governmental authority in respect of dutiable goods consigned in bond or any other like taxes whether or not Shipment has ended or has been suspended and regardless of whether TNT may have been at fault in any way causing the circumstances leading to such demand being made.
- 13.8 Any payment made by TNT pursuant to a claim of the Sender or of a third party will not be deemed to constitute an acceptance of liability, nor constitute a waiver of the provisions contained in this Supplemental Condition 13.

14 **Claims**

- 14.1 The provisions of Section 23 of the Conditions of Carriage shall not apply to the provision of Transportation Services within the United Kingdom. Instead, the provisions of this Supplemental Condition 14 shall apply.
- 14.2 If the Sender wishes to claim for a lost, damaged or delayed Shipment, or for any other damages, the Shipper must comply with any applicable Convention (in the case of applicable International Shipments) and with the following procedure, otherwise TNT reserves the right to reject the Sender's claim:
- a. subject to Supplemental Condition 14.2b, the Sender must notify TNT about the loss, damage or delay within 7 days after delivery of the Shipment or within 7 days from the date the Shipment should have been delivered or if the claim relates to other services within 21 days from the date the Sender ought reasonably to have become aware of the loss, damage or delay. If TNT sends a claim form the Sender must return it within 21 days from the date of issue fully completed together with all relevant documentation in support of the Sender's claim;
 - b. the provisions of Supplemental Condition 14.2a shall not apply to Fashion Shipments. Instead, the Sender must notify TNT in writing of any loss, damage, misdelivery, delay or shortage of, to or from any Fashion Shipment (other than on the Waybill) within 28 days after the date of transfer of the Fashion Shipment to TNT. TNT shall not be liable in respect of any such loss, damage, misdelivery, delay or shortage in the absence of such notification within the 28 days period;
 - c. TNT is not obliged to act on any claim until all Charges have been paid nor is the Sender entitled to deduct the amount of the claim from the Charges;
 - d. TNT will assume the Shipment was delivered in good condition unless the Recipient has noted any damage on the TNT delivery record when he or she accepted the Shipment. In order for TNT to consider a claim for damage, the contents of the Shipment and the original packaging must be made available to us for inspection;
 - e. save as otherwise provided by any applicable Convention (where applicable) and or law, the Sender's right to claim damages against TNT shall be extinguished unless an action is brought in a court of law within 1 year from the date of delivery of the Shipment or from the date on which the Shipment should have been delivered or from the date on which the carriage ended or if the claim relates to other services within 1 year from the date the Sender ought reasonably to have become aware of the loss, damage or delay;
 - f. in case of acceptance by TNT of part or all of the claim, the Sender warrants to TNT that the Sender's insurers or any other third party having an interest in the shipment shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise;
 - g. the Shipment shall not be deemed to be lost until at least 30 days have elapsed since the date the Sender notified TNT of the non-delivery. TNT may agree with the Sender in writing to shorten this period.

15 **Lien and Pledge**

TNT shall have a general lien on all Shipments and documents relating to Shipments in its possession, custody or control for any monies whatsoever due from the Sender or owner of the Shipment and such general lien shall extend to all Charges, costs, expenses, customs duties and charges, advances or any other charges, costs or expenses of any kind arising out of or connected to the Shipment of the Packages or Freight hereunder and TNT shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the Sender and apply the proceeds in or towards the payment of such sums on 14 days' notice to the Sender or any lesser period as may be reasonable in the circumstances. Upon accounting to the Sender for any balance remaining after payment of any sums due to TNT and any costs of retention, insurance and sale or disposal TNT shall be discharged of any liability whatsoever in respect of the Shipment or documents.

16 International Shipments

- 16.1 In addition to provisions set out elsewhere in these Supplemental Conditions the provisions of this Supplemental Condition 16 shall apply to International Shipments.
- 16.2 In the event of conflict between the provisions of this Supplemental Condition 16 and other provisions in these Supplemental Conditions, the provisions of this Supplemental Condition 16 shall apply.
- 16.3 In the event that any Supplemental Condition or part thereof in these Supplemental Conditions conflicts with and/or derogates from any of the Conventions then that Supplemental Condition only shall be null and void to the extent only as is necessary to give effect to the conflicting provision of the relevant convention and all other Supplemental Conditions shall remain in force.
- 16.4 The Sender hereby acknowledges that TNT may abandon and/or release any International Shipment which the Sender has undervalued for customs purposes or has mis-described, whether intentionally or otherwise, without incurring any liability whatsoever to the Sender and the Sender will save and defend, indemnify and hold indemnified, TNT from all claims, actions, costs, demands, damages, fines, expenses and liabilities arising therefrom or in respect thereof and in particular the Sender shall be solely liable for all costs and expenses (which shall without limitation include VAT, customs duties, and any similar taxes or imposts) related to the International Shipment and for costs incurred in either returning the International Shipment to the Sender or warehousing the International Shipment pending disposal. Shipment shall end when an International Shipment is abandoned or released pursuant to this Supplemental Condition 16.
- 16.5 TNT has the right but not the obligation, to inspect any International Shipment including, without limitation, opening the International Shipment.
- 16.6 The provisions of Sections 11 (Export Controls) and 13 of the Conditions of Carriage (Customs Clearance) may, for the avoidance of doubt, apply to International Shipments.

17 General

- 17.1 TNT is not a common carrier and does not accept any liabilities of a common carrier.
- 17.2 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 17.3 These Supplemental Conditions, the Conditions of Carriage and the terms of any contract between us ("Agreement") contain all the terms which have been agreed between TNT and the Sender in relation to the subject matter of the Agreement. Save as set out in the Agreement neither TNT nor the Sender has relied upon any representation, warranty or statement prior to agreeing to the Agreement and agree that this Supplemental Condition 17.3 does not apply to any statement, representation or warranty made fraudulently or term of the Agreement which was induced by, or otherwise entered into as a result of, fraud.
- 17.4 These Supplemental Conditions, the Conditions of Carriage and the terms of any contract between us shall be governed by English law (save where both parties are domiciled in Scotland or Northern Ireland where local law shall apply) and the Courts of the country where TNT has its principal place of business shall have exclusive jurisdiction in respect of any dispute between TNT and the Sender and/or owner of or persons interested in any Shipment.