

TNT Terms and Conditions of Carriage for Europe (effective from June 1, 2021)

1. Application.

- 1.1 These Conditions apply to the carriage of Shipments originating from Europe, and between and within countries and territories of Europe. These Conditions do not apply to intra-Germany, intra-Hungary, and intra-Poland Shipments, for which separate domestic terms and conditions of carriage apply. In some markets, local conditions or postal regulations may apply instead of or supplementary to these Conditions (in each case, available on tnt.com in the applicable countries and territories). Shipments originating from outside Europe are subject to local tariffs and the terms and conditions of the TNT affiliate, branch or independent contractor that accepted the Shipment. Shipments returned are governed by the terms and conditions applicable to the country or territory from which the Shipment is returned. For further information on any part of TNT's Services, see tnt.com.
- 1.2 The international carriage of a Shipment by air will be subject to the Montreal Convention or the Warsaw Convention, as applicable. The international carriage of a Shipment by road will be subject to the CMR, as applicable. Shipments carried domestically (between specified locations within one country) are subject to the laws of that country, these Conditions, and any applicable TNT domestic terms and conditions of carriage.
- 1.3 The latest online version of these Conditions published and maintained on the applicable local tnt.com site prevails and supersedes any older or other versions of the Conditions. The Sender, by tendering a Shipment to TNT, agrees to the Conditions in force at that time. TNT reserves the right to unilaterally amend or supplement these Conditions at any time.
- 1.4 In case of conflict between these Conditions and any other TNT transit documentation, including the terms and conditions on any TNT Waybill, manifest, or shipping label, these Conditions prevail to the extent that they do not conflict with the applicable Convention(s), or other mandatorily applicable laws, including applicable local postal regulations.
- 1.5 The Services available may be modified or suspended by TNT from time to time. Such modification or suspension applies to Shipments tendered to TNT after that date. Details of current Services are available on tnt.com.
- 1.6 In these Conditions, all decisions of TNT are made at the sole discretion of TNT, and 'including' means 'including but not limited to', unless expressly stated otherwise.

2. Definitions.

"Air Waybill" or **"Waybill"** means any shipping document, manifest, consignment note, label, stamp, electronic entry or similar item used in the TNT transportation system to initiate movement of a Shipment.

"Ancillary Services" means all services not being Transportation Services.

"B2C Shipments" means Shipments pursuant to a commercial transaction between a business-Sender (acting for professional purposes) and an individual consumer-Recipient (acting outside of their professional purposes).

"Business Day" means any day on which businesses in the country, territory or region of origin or in the country or region of destination are open for business. Business days and holidays may vary by country, territory or region. Contact TNT for delivery commitments which may be affected.

"Business Delivery" means delivery made to commercial or business premises, excluding (a) homes or private residences, (b) locations where a business is operated from home or a residence that is designated by the Sender as residential, and (c) B2C Shipments.

"Charges" means Transportation Charges and any other charges or surcharges assessed or levied pursuant to these Conditions from time to time, including fuel and other surcharges, ancillary clearance service fees, ancillary charges, Enhanced Liability or Insurance charges, return charges, special handling fees, duties and taxes, import and export surcharges, and other costs reasonably incurred by TNT relating to transport of a Shipment. Details of any other surcharges are available on tnt.com.

"CMR" means the Convention on the Contract for the International Carriage of Goods by Road 1956 as amended in 1978.

"Conditions" means these terms and conditions of carriage as updated on tnt.com from time to time.

“Conventions” means the Warsaw Convention, the Montreal Convention, and the CMR collectively.

“Declared Value for Customs” means the selling price or replacement cost of the Shipment’s contents as required for customs clearance purposes.

“Delivery Commitment Time” means the published delivery commitment time for the TNT service or the delivery commitment time quoted by TNT customer service for that Shipment, which takes into account the commodity being shipped, the date, precise destination, weight and value of the Shipment.

“Enhanced Liability” means that value, if applicable, indicated by the Sender on the Waybill, constituting the maximum amount of TNT liability in circumstances where TNT is liable under an applicable Convention or local law, in connection with the Shipment for which the Sender pays the required fee.

“Europe” means Albania, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom and Ukraine, collectively.

“Insurance” means that value indicated by the Sender on the Waybill, constituting the maximum amount for which TNT assumes the risk in connection with the Shipment, and for which the Sender pays the required fee.

“Leakage” has the meaning set out in [Section 7](#) (Shipment Preparation).

“Montreal Convention” means the Montreal Convention of May 28, 1999 and all subsequent applicable Protocols.

“Package” means any single parcel or piece that is tendered by Sender to TNT for transportation and is accepted by TNT from Sender.

“Prohibited Items” means the items and types of Shipments set out in [Section 10](#) (Prohibited Items) of these Conditions.

“Recipient” means the natural or legal person stated on the Waybill as the recipient of the Shipment.

“Residential Delivery” means a delivery made to a home or private residence, including locations where a business is operated from the home, or a delivery in which the Sender has designated the delivery address as residential.

“Sender” means the natural or legal person stated on the Waybill as the sender of the Shipment.

“Services” means Ancillary Services and Transportation Services collectively.

“Shipment” means one or more Packages moving on a single Waybill.

“TNT” means Federal Express Corporation, its subsidiaries, branches and affiliates, their respective employees and agents (to the extent applicable).

“TNT Account Number” or **“TNT Account”** means the number issued by TNT to a customer ensuring account activity is summarized by the TNT system and the payer is billed appropriately.

“Transportation Charges” means the rates assessed for movement of a Shipment by TNT in accordance with these Conditions from time to time, excluding other charges or surcharges which may be assessed or levied, such as fuel surcharges, ancillary clearance service fees, ancillary charges Enhanced Liability or Insurance charges, special handling fees, duties and taxes, import and export surcharges, and other surcharges.

“Transportation Services” means the services for carriage of a Shipment offered and performed by TNT pursuant to a TNT Waybill excluding FedEx air waybills.

“Unique Items” means items to which Enhanced Liability or Insurance cannot apply due to their nature, including precious stones, precious metals, jewellery, unprotected furniture, glass, china, objects of art, antiques, furs, collector’s items, musical instruments, important documents including passports, smart phones, smart watches, tablets, laptops, electronic screens, plasma screens, films, tapes, discs, memory cards or any other data or image carrying goods.

“Warsaw Convention” means the Warsaw Convention of October 12, 1929, as amended by the Hague Protocol of September 28, 1955 and all subsequent applicable Protocols, as well as the Guadalajara Convention of September 18, 1961.

3. **Charges.** Transportation Charges applicable to the Shipment are as set out in the TNT rate cards, or as expressly agreed otherwise in a relevant TNT transportation services agreement. Quotations provided by TNT for Charges or Services are estimates only, based upon information provided by the Sender. Final Charges and Services may vary based upon the Shipment actually tendered and the application of these Conditions. TNT is not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any Charge or Service quotation made prior to the tender of the Shipment and the Charges invoiced to the payer. Charges applied are those Charges applicable and in force at the time that a relevant TNT transportation services agreement is made, subject to the right of TNT to revise the Charges, including the Transportation Charges, set out in the TNT rate cards from time to time and without notice.
4. **Fuel and Other Surcharges.** TNT reserves the right to assess and revise its fuel surcharge and other surcharges set out on tnt.com from time to time and without notice. The duration and amount of such revisions will be determined by TNT. The Sender, by tendering a Shipment to TNT, agrees to pay the surcharge(s) in force at that time. Details of current surcharges are available on tnt.com.
5. **Invoice Adjustments & Dimensional Weight (Volumetric Weight).**
 - 5.1 TNT charges for either the weight of the Shipment or the declared volumetric weight of the Shipment, whichever is the higher, and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in TNT’s rate card or on tnt.com, as applicable. TNT may check the weight and/or volume of and/or the number of items within the Shipment and if greater than the declared weight and/or volume and/or number of items, Sender agrees that the actual weight of the Shipment and/or the actual volumetric weight of the Shipment, whichever is the higher, shall be used for the purpose of the calculation of TNT’s Charges.
 - 5.2 TNT may audit each Waybill to verify the Transportation Service selected, Shipment/Package weight or number of Packages in a Shipment. If the Transportation Service selected, weight or number of Packages stated on the Waybill is incorrect, TNT may make corrections to the Waybill.
 - 5.3 TNT may make adjustments to the invoice and will be entitled to charge a special handling fee for having to make corrections and amendments to the Waybill. The method(s) used and Charges applicable to make such corrections or adjustments are available upon request.
6. **Billing.**
 - 6.1 Invoices for Transportation Charges and related Charges are in principle payable without withholding or set off, within 30 days of the invoice date. For certain countries, a different payment term may apply; details are available upon request. Invoices for duties, taxes and other related Charges are payable upon receipt. Notwithstanding, TNT reserves the right to require payment of any Charges in advance. TNT will in principle invoice all Shipments weekly in arrears from the collection date, unless agreed otherwise. TNT’s invoices do not include a copy of the proof of delivery.
 - 6.2 Where permitted by law, TNT may provide electronic invoices as standard, unless the payer expressly requests otherwise.
 - 6.3 TNT reserves the right to apply payments to the oldest invoices first, in instances in which preferred remittance methods are not used or remittance details are not provided with payment.
 - 6.4 In the event of late payment, TNT reserves the right to apply a late payment fee, late payment interest and administrative costs for such late payment. In such event, TNT may apply the applicable fee(s), costs and/or interest rate(s) as determined by TNT and in accordance with any applicable EU or local late payment laws.
 - 6.5 If payment is to be made by way of charge to a TNT Account, the party that initiates the Shipment must enter a valid, current TNT Account Number on the Waybill in order for TNT to accept the Shipment. Charges to a TNT Account may take the form of:
 - a. “Bill Sender” or “Bill Shipper”: TNT will bill Charges to the Sender’s TNT Account.
 - b. “Bill Recipient” or “Bill Consignee”: TNT will bill Charges to the Recipient’s TNT Account. Acceptable for carriage to specified locations only.

- 6.6 Regardless of any payment instructions or provisions to the contrary, the Sender (or the party initiating an import shipment transaction, as the case may be) will always remain ultimately liable for the Charges, and in circumstances where the Recipient refuses to pay.
- 6.7 Disputes related to invoices should be submitted by the Sender or Recipient respectively to TNT no later than (a) 30 days from the date of invoice or (b) the invoice due date, whichever is later. TNT will only accept the submission of such a dispute if the following is stated therein: the (a) invoice number, (b) Waybill number and (c) reason of the dispute.
- 6.8 **Duties and Taxes.** If applicable, duties, taxes and other related Charges may be assessed on the contents of Shipments. If TNT disburses duties, taxes or other fees to a customs agency on behalf of the payer, the payer will be assessed an ancillary clearance service fee based on a flat rate or a percentage of the total amount disbursed (whichever is greater). TNT is not required to disburse payment of duties, taxes and other related Charges and may require the Sender or Recipient to pay TNT prior to TNT discharging any liability for duties, taxes or other related Charges. The Recipient will be charged for such duties and taxes unless TNT determines otherwise. In certain other circumstances the Sender may be charged for such duties and taxes, including the event in which the Shipment is sent to a third party site where the Recipient is not a resident. Invoices for duties, taxes and other related Charges are payable upon receipt. Further details available in [Section 13](#) (Customs Clearance) and upon request.
- 6.9 **Currency Conversion.** TNT invoices must be paid in the currency stated in the invoice or otherwise in the local currency against exchange rates provided by TNT from time to time.

7. Shipment Preparation.

- 7.1 **Size and Weight Limits.** Package and Shipment size and weight restrictions vary by country of origin and country of destination combination, and by Service.
- 7.2 **Multi-Piece Shipments.** There is no limit on the aggregate weight of a multiple piece Shipment provided each individual Package within the Shipment does not exceed the per-Package weight limit specified for the destination.
- 7.3 **Extra-Large Shipments.** Shipments exceeding the Service specific weight limits set out in the guidelines on preparing your Shipment on tnt.com require advance arrangement with TNT. TNT reserves the right to refuse Packages or Shipments that TNT considers unsuitable or 'extra-large' as further detailed in the guidelines on preparing your Shipment on tnt.com.
- 7.4 **Packaging.** All Packages must be prepared and packed by the Sender for safe transportation, according to the nature and size of the goods, assuming ordinary care in handling in a transportation and hub sortation environment and in compliance with all applicable treaties, laws, regulations and rules, including those governing packing, marking and labelling.
- 7.5 Any articles susceptible to damage as a result of any condition which may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by appropriate packaging by the Sender. TNT will not be liable for any damage arising out of changes in temperature or pressure.
- 7.6 TNT does not provide temperature-controlled transport, unless expressly agreed otherwise. Unless expressly agreed otherwise, TNT is not obliged to add dry ice to Shipments or to provide re-icing Services, notwithstanding any oral or unilateral written statements from the customer or TNT to the contrary. If the Recipient refuses a Package or the Package leaks, is damaged, or emits an odour (collectively "**Leakage**") it will be returned to the Sender, if possible. If the Package is refused by the Sender, or it cannot be returned because of Leakage, the Sender will be liable for and agrees to reimburse and otherwise indemnify TNT for all costs, fees and expenses incurred in connection with the clean-up and disposal of the Package. See further [Section 8](#) (Refusal or Rejection of Shipments).
- 7.7 **Marking.** It is the responsibility of the Sender to properly complete all necessary particulars of the Waybill. Each Shipment must be legibly and durably marked with, including the name, street-, city- and country address including postal code of the Sender and the Recipient. For international Shipments, the Sender's address must state the country in which the Shipment is tendered to TNT. Sender must affix the Waybill and any other required labels (e.g. heavy weight) in a prominent position on the outer surface of the Shipment that can be clearly seen.

Further details on Shipment preparation are available on tnt.com or upon request.

- 8. Refusal or Rejection of Shipments.** TNT reserves the right to refuse, hold, cancel, postpone or return Shipments at any time if such Shipments would in the opinion of TNT be likely to cause damage or delay to other Shipments, goods or persons; the carriage of which is prohibited by law or is in violation of any of these Conditions; the TNT Account of the person or entity responsible for payment is not in good credit standing; the volume or type of Shipments materially deviates from the volume or type of Shipments that was initially indicated by the Sender to TNT; or for any other reason. The fact that TNT accepts Shipments does not mean that such Shipments, including their content and quality, conforms to applicable laws and regulations or to these Conditions.
- 9. Inspection of Shipments.**
- 9.1 Upon the request of the competent authorities, or at TNT's discretion in compliance with applicable laws and regulations, TNT may open and inspect any Shipment.
- 9.2 In accordance with applicable laws and regulations, TNT may be required to undertake various screening(s) of the Shipment(s). The Sender hereby waives any possible claims for damages or delays as a result of such screening.
- 10. Prohibited Items.**
- 10.1 TNT prohibits the following items for shipment to any destination and Sender agrees not to ship the same, unless expressly agreed otherwise by TNT (additional restrictions may apply depending on origin and destination):
- a. Firearms, weaponry, ammunition and their parts;
 - b. 3-D printing machines designed, or that function exclusively, to manufacture firearms;
 - c. Explosives (class 1.4 explosives may be acceptable to and from some locations; further information available upon request), fireworks and other items of an incendiary or flammable nature;
 - d. Items resembling a bomb, hand grenade, or other explosive device. This includes but is not limited to inert products such as replicas, novelty items, training aids and works of art;
 - e. Military items originating from any country in which an export control license is required;
 - f. Human corpses, human organs or body parts, human or animal embryos, cremated or disinterred human remains;
 - g. Live animals, including insects and pets;
 - h. Animal carcasses, dead animals, or animals that have been mounted;
 - i. Plants and plant material, including cut flowers (cut flowers are acceptable to and from certain countries and territories including the Netherlands to the US, and all Latin America; further information available upon request);
 - j. Perishable foodstuffs, and foods and beverages requiring refrigeration or other environmental control;
 - k. Pornography and obscene material;
 - l. Money, including cash and cash equivalents (e.g. negotiable instruments, endorsed stocks, bonds and cash letters), collectible coins and stamps;
 - m. Hazardous waste, including used hypodermic needles and syringes, or other medical, organic and industrial waste;
 - n. Wet ice (frozen water);
 - o. Counterfeit goods, including goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner (also commonly referred to as "fake goods" or "knock-offs");
 - p. Marijuana, including marijuana intended for recreational or medicinal use, and marijuana-derived cannabidiol (CBD), any product with any amount of tetrahydrocannabinols (THC) and synthetic cannabinoids
 - q. Raw or unrefined hemp plants, or their subparts (including hemp stalks, hemp leaves, hemp flowers and hemp seeds);
 - r. Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha; and
 - s. Electronic cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any non-combustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device.
- 10.2 TNT prohibits the following types of Shipments to any destinations and Sender agrees not to ship the same (additional restrictions may apply depending on origin and destination):
- a. Shipments or commodities, the carriage, importation or exportation of which is prohibited by any law, statute or regulation;

- b. Unless expressly agreed otherwise by TNT, Shipments that require TNT to obtain any special license or permit for transportation, importation or exportation;
 - c. Undeclared, excisable shipments or commodities that require regulatory approval and clearance;
 - d. Shipments with a Declared Value for Customs in excess of that permitted for a specific destination;
 - e. Dangerous goods, except as permitted under [Section 12](#) (Dangerous Goods) of these Conditions; and
 - f. Packages that are wet, leaking or emit an odour of any kind.
- 10.3 TNT excludes all liability for Prohibited Items howsoever accepted (including acceptance by mistake or under notice). TNT reserves the right to reject Packages based upon these limitations or for reasons of security or safety. TNT may charge an administrative fee for Packages rejected and for the cost of returning goods, where applicable, to the Sender. Further information is available upon request.

11. Export Controls.

- 11.1 TNT does not transport Shipments that violate export controls laws. Sender is responsible for, and warrants, compliance with all applicable laws, rules and regulations, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the U.S. Foreign Assets Control Regulations and applicable export laws and government regulations of any country related to the transportation of the Shipment. Sender agrees and warrants that it will comply with all applicable U.S. government sanctions prohibiting the export or re-export of goods, services or technology to countries and territories listed by the U.S. government unilaterally or in coordination with other countries' sanctions. In addition, TNT does not transport, and Sender agrees to not tender for shipment, commodities for which trade is restricted or prohibited by economic sanctions and embargoes laws. For a current list of TNT countries and territories not served go to tnt.com.
- 11.2 In addition, TNT does not transport and Sender warrants that it will not tender any Shipments to TNT if Sender or any of the parties involved in the Shipment are listed on the Denied Persons List maintained by the U.S. Department of Commerce or any of the export controls or sanctions lists published and maintained by: the U.S. Department of Treasury, Office of Foreign Assets Control; the U.S. Department of Commerce Department, Bureau of Industry and Security; the U.S. Department of State, Directorate of Defense Trade Controls; the United Nations Sanctions Committees; the European Union Council; and any other relevant authority. Sender also agrees and warrants that it will not attempt to ship to any entity owned by any party, in the common ownership interest determined by the relevant listing authority, subject to economic sanctions.
- 11.3 Sender shall identify any Shipments requiring any export control licenses, permits, or subject to other pre-export regulatory controls and provide TNT with information and all necessary documentation to comply with the applicable laws and regulations. Sender is responsible at its own expense for determining applicable export licensing or permitting requirements for a Shipment, obtaining any required licenses and permits, and ensuring that the Recipient is authorized as required by the applicable laws and regulations of the origin country, destination country, and any country(s) asserting jurisdiction over the goods. Further, Sender is responsible for ensuring that the end-use or end-user of the items shipped does not violate any specific control policies restricting certain types of exports, re-exports and transfers of specifically enumerated items subject to the U.S. Export Administration Regulations.
- 11.4 TNT assumes no liability to Sender or any other person for any loss or expense — including fines and penalties — if Sender fails to comply with any export laws, rules or regulations, or caused by actions undertaken by TNT to comply with applicable laws and regulations. Sender also agrees to indemnify TNT for any loss or expense – including fines and penalties – for Sender's failure to comply with any export laws, rules or regulations, or caused by actions undertaken by TNT to comply with applicable laws and regulations.

12. Dangerous Goods.

- 12.1 **Identifying Dangerous Goods.** "Dangerous goods" are items that, when transported, may endanger people, animals, the environment, or the carrier. It is the Sender's responsibility to identify whether its Shipment contains dangerous goods as classified by the United Nations Recommendations on the Transport of Dangerous Goods, the International Civil Aviation Organization (ICAO), the European Agreement concerning the International Carriage of Dangerous

Goods by Road (ADR), the International Air Transport Association (IATA), and applicable laws and regulations.

- 12.2 **Restricted Service.** Except in the circumstances stated in this Section, TNT does not perform services regarding dangerous goods. TNT may, at its discretion, accept specific dangerous goods, but only after TNT and Sender/Recipient have agreed on specific dangerous goods related requirements. Details for TNT's specific requirements, together with the procedure for applying for 'approved customer status' are available from TNT customer service.
- 12.3 **Additional Fees.** A dangerous goods surcharge will apply to Shipments containing dangerous goods. Surcharges are based on classification and type of special handling required, including whether the items need to be accessible during transit.
- 12.4 **Dangerous Goods Regulations.** All Packages containing dangerous goods must comply with all applicable laws and regulations, including the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations. Dangerous goods Shipments subject to the ADR need special transport arrangements and Senders with approved customer status must contact TNT to make arrangements prior to shipping.
- 12.5 **Shipment Preparation.** Senders with approved customer status are responsible for identifying, classifying, packaging, marking, labelling and completing documentation for dangerous goods Shipments, in compliance with all applicable international treaties, laws and regulations. The Sender is also responsible for ensuring the Recipient complies with all applicable treaties, laws and regulations. Each Shipment must be accompanied by appropriate dangerous goods documentation (e.g. the IATA Shipper's Declaration for Dangerous Goods form) when required. TNT may require Sender to hire a trained pack-and-ship vendor to resolve a problem with an undeliverable dangerous goods Shipment. The Sender must provide all required information and complete all boxes pertaining to dangerous goods on the Waybill. Senders utilizing electronic systems to ship dangerous goods must select, as appropriate to the electronic system, the special services, handling or flag to indicate that their Shipment contains dangerous goods.
- 12.6 **Packaging.** TNT packaging may not be used to ship dangerous goods (including dry ice), with the exception of biological substances, Category B (UN 3373), which may be shipped in TNT Medpak packaging.
- 12.7 **Tender and Delivery of Dangerous Goods.** Not all TNT locations accept dangerous goods. Certain TNT locations do not accept specific classes of dangerous goods and dangerous goods are not accepted to ship via all Transportation Services. TNT reserves the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law or at TNT 's discretion. If not dropped off at a staffed location that accepts dangerous goods, the Shipment must be tendered to TNT via a scheduled pickup at the customer location.
- 12.8 **No Rerouting.** Dangerous goods may not be rerouted to an address other than the original intended Recipient's address provided by the Sender.
- 12.9 **Potential Sender Liability.** Applicable laws or regulations may require TNT to report improperly declared or undeclared Shipments of dangerous goods to the appropriate regulatory or government authorities. The Sender may be subject to fines and penalties under applicable law.

13. Customs Clearance.

- 13.1 Shipments that cross national borders may be cleared through customs. The Sender is responsible for making sure goods are shipped in compliance with all customs regulatory requirements, for providing all documentation and information required for the clearance, and for representing and warranting that all statements and information it provides relating to the goods and the clearance of the Shipment are and continue to be true, correct and complete, including the appropriate Harmonized System Code. Shipments requiring documentation in addition to a Waybill (e.g., a commercial invoice) may require additional transit time. TNT reserves the right at TNT's sole discretion to charge Sender with any penalties, fines, damages or other costs or expenses, including storage fees, resulting from an enforcement action by any competent government authority, or by Sender's failure to comply with the obligations hereby laid out.
- 13.2 The Sender is responsible at its own expense for making sure goods shipped internationally are acceptable for entry into the destination country under the applicable laws and complying with all licensing or permitting requirements when applicable.

- 13.3 The Sender may also be required to provide additional information to obtain clearance from other regulatory agencies in the destination country prior to delivery to the Recipient. Shipments that contain goods or products that are regulated by multiple government agencies within other destination countries (such as the national agencies responsible for food safety, public health protection, pharmaceuticals, medical products, plant and animal, telecommunication and other electronic equipment standards, and comparable agencies) may require additional time for clearance. All charges for sending to and return from countries where entry is not permitted will be charged to the Sender.
- 13.4 When Shipments are held by customs or other agencies due to incorrect or missing documentation, TNT may attempt to notify the Recipient. If local law requires the correct information or documentation to be submitted by the Recipient and the Recipient fails to do so within a reasonable time as TNT may determine, the Shipment may be considered undeliverable subject to applicable laws (see [Section 18](#) (Undeliverable Shipments)). If the Recipient fails to supply the required information or documentation and local law allows the Sender to provide the same, TNT may attempt to notify the Sender. If the Sender also fails to provide the information or documentation within a reasonable time as TNT may determine, the Shipment will be considered undeliverable subject to applicable laws. TNT assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not TNT attempts to notify the Recipient or Sender.
- 13.5 Where permissible by local law, TNT will provide customs clearance of international Shipments. TNT will submit the Shipment information to customs and other regulatory agencies for clearance. TNT may charge an ancillary clearance service fee, where applicable, on international Shipments for clearance processing, for disbursing duties and taxes to a customs agency on behalf of the payer, for Services requested by the Sender, Recipient or third party, or to recover the costs passed to TNT by the regulatory agency for regulatory filing. The types and amounts of fees vary by country.
- 13.6 TNT will act as agent for Sender or Recipient (as applicable) solely for the purpose of clearing and entering the Shipment through customs. When applicable and appropriate, Sender shall authorize TNT, or the broker designated by TNT, to make and file customs declarations and all related actions as a direct representative, in the name of and on behalf of and at the risk of the Sender or Recipient. Sender shall ensure Recipient authorizes TNT in accordance with this provision, when applicable.
- 13.7 In some instances, at the discretion of TNT, TNT may accept instructions to use a designated customs broker other than TNT (or the broker selected by TNT) or the broker designated by the Sender. In any event, TNT (or the broker selected by TNT) reserves the right to clear the Shipment if the broker cannot be determined or will not perform clearance, or if complete broker information is not provided to TNT (including name, address, phone number and postal code).

14. Duties and Taxes.

- 14.1 In order to complete clearance of certain items through customs, TNT may disburse duties and taxes as assessed by customs officials on behalf of the payer and assess a surcharge for doing so. For all Shipments, TNT may contact the payer and require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery, and at the discretion of TNT, require payment of duties and taxes before release of the Shipment to the Recipient. Contact TNT customer service for further details.
- 14.2 In the event the accuracy or propriety of duties and taxes assessed on a Shipment is disputed, TNT or its designated broker may review the shipping documents tendered with the Shipment. If TNT determines that the duties and taxes were properly assessed, the Sender agrees to pay the duties and taxes or the Sender undertakes that the Recipient pays, as applicable.
- 14.3 In the event TNT disburse duties, taxes or other fees to a customs agency, on behalf of the payer, the payer will be assessed an ancillary clearance service fee based on a flat rate or a percentage of the total amount advanced. This ancillary clearance service fee will vary depending upon the destination country. For more information on the ancillary clearance service fee charged, see the 'additional services and surcharges' page on tnt.com.
- 14.4 If the Sender fails to designate a payer on the Waybill, duties and taxes will automatically be billed to the Recipient where allowed.
- 14.5 Regardless of any payment instructions to the contrary, the Sender is ultimately responsible for payment of duties and taxes and all fees and surcharges related to TNT's disbursement of duties and taxes if payment is not received. If a Recipient or a third party from which reimbursement

confirmation is required refuses to pay the duties and taxes upon request, TNT may contact the Sender, for the same. If the Sender refuses to make satisfactory arrangements to reimburse TNT, the Shipment may be returned to the Sender (in which case, Sender will be responsible both for original and return charges) or placed into a temporary storage, general order warehouse or a customs-bonded warehouse or considered undeliverable. If Transportation Charges for a Shipment are billed to a credit card, TNT reserves the right to also settle uncollected duties and taxes charges associated with that Shipment to the credit card account.

- 14.6 Subject to the options available at specified locations, if TNT cannot obtain satisfactory confirmation of arrangements to reimburse it for amounts to be disbursed for duties and taxes, a Shipment might be delayed. Such delays, or any other failure to comply with these Conditions, constitute liabilities not assumed.
 - 14.7 Payment for duties and taxes will be made by one of the following means at the sole discretion of TNT: cash, check (personal or business, provided valid identification is offered), credit card, money order, traveler's check, or debit or deferment account. TNT does not accept prepayment of duties and taxes.
 - 14.8 TNT assumes no responsibility for Shipments abandoned in customs, and such Shipments may be considered undeliverable.
- 15. Routing.** TNT determines the routing of all Shipments. The routing may change from time to time without notice. TNT cannot disclose its route details or detailed network security measures, in order to protect the goods travelling therein. Audits on TNT network locations or vehicles are also therefore not allowed, unless there is a statutory or legal requirement.
- 16. Delivery.**
- 16.1 Shipments are delivered to the Recipient's address subject to Sections [16.7](#) and [16.8](#) below. There is no obligation to deliver a Shipment to the Recipient personally. TNT may deliver a Shipment to the Recipient or any other person appearing to have authority to accept delivery of the Shipment on Recipient's behalf. Shipment addresses should always include the complete address of the Recipient, their telephone number and email address.
 - 16.2 Post office box addresses may be used for certain international locations, provided that the Sender provides TNT with the Recipient's telephone number in order to facilitate delivery.
 - 16.3 TNT will not be liable in any circumstances for any claim, which relates to seizure or detention of goods in the course of transit by Customs or other government authorities.
 - 16.4 Shipments to hotels, hospitals, government offices or installations, university campuses or other facilities which have a mail room or central receiving area may be delivered to the mail room or central receiving area, unless stated or agreed otherwise by TNT prior to shipping.
 - 16.5 TNT will treat any requested change to an address that is not a reroute or an address correction as a new Shipment, and new Transportation Charges may apply.
 - 16.6 Saturday delivery, if available, will be subject to a special handling fee in those countries where Saturday is not a regular Business Day.
 - 16.7 TNT may refuse to pick up or deliver a Shipment, or use alternative pickup or delivery arrangements, to maintain the safety of its employees or in cases in which TNT believes that its Services may be used in violation of any applicable laws, regulations or rules.
 - 16.8 **Delivery Instructions from Recipient: B2C Shipments**
 - a. At selected locations, TNT may deliver B2C Shipments in accordance with additional instructions received by TNT from the Recipient. The Sender expressly acknowledges and agrees that those instructions can alter the originally agreed delivery instructions or Delivery Commitment Time originally agreed between TNT and Sender.
 - b. The Sender acknowledges and agrees that the instructions from the Recipient may relate, but are not limited, to: (i) postponing the delivery time; (ii) delivering to a neighbour, doorman or receptionist; (iii) delivering to another address or another person, provided such other address is within the same country as stated on the Waybill; (iv) providing instructions as to where to leave the B2C Shipment without obtaining a signature for delivery; (v) leaving the

B2C Shipment at a pick-up point (e.g. a retail location); or (vi) any combinations of the foregoing instructions. In case of annulment of (part of) the carriage before delivery by Sender and / or Recipient all Charges remain due and owed to TNT.

- c. TNT may change the availability of delivery options for B2C Shipments from time to time, depending on geographical and other limitations. For further information on delivery option availabilities and conditions see tnt.com.
- d. Should a Recipient provide additional delivery instructions for other than B2C shipments, then the Sender acknowledges and agrees to be bound by this Section 16.

17. Redelivery.

- 17.1 **Business Deliveries.** TNT will re-attempt delivery either automatically or upon request if: (a) no one at the Recipient address or a neighboring address is available to sign for the Shipment and there is no signature release on file; (b) the Sender has selected a TNT Delivery Signature Option and no eligible Recipient is available to sign for the Shipment; or (c) TNT determines that it may hold the Shipment. If the Business Delivery has not been delivered after three attempted deliveries or after being held for five Business Days from the date of first delivery attempt and, where applicable, has cleared customs in the destination country, it will be considered undeliverable (see [Section 18](#) (Undeliverable Shipments)).
- 17.2 **Residential Deliveries and B2C Shipments.** If a Residential Delivery cannot be completed on the initial attempt at the Recipient address or a neighboring address, TNT may, at its discretion, either re-attempt delivery, hold the Shipment until receiving further delivery instructions from the Sender or Recipient, or deliver to a location to be determined by TNT. If a Residential Delivery cannot be delivered through a re-attempt(s), or the Sender or Recipient does not provide further delivery instructions, or TNT cannot facilitate delivery to another location to be determined by TNT, the Shipment may be considered undeliverable (see [Section 18](#) (Undeliverable Shipments)).

18. Undeliverable Shipments.

- 18.1 An undeliverable Shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following: (a) the Recipient's address is incomplete, illegible, incorrect or cannot be located, (b) the Recipient of a Shipment cannot be contacted or the Recipient fails to retrieve the Shipment, (c) the Shipment was addressed to an area not served by TNT, (d) the Recipient's place of business is closed (e) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment, (f) the Shipment is unable to clear customs, (g) the Shipment would likely cause damage or delay to other Shipments or property, or injury to persons, (h) the Shipment contains Prohibited Items, (i) the Recipient is unable or refuses to pay for a Bill Recipient Shipment, (j) the Shipment was improperly packaged, (k) the Shipment's contents or packaging are damaged to the extent that re-wrapping is not possible or (l) any of the reasons set forth in [Section 17](#) (Redelivery).
- 18.2 If a Shipment is undeliverable for any reason, TNT may attempt to notify the Sender to arrange for the return of the Shipment, without prejudice to any local regulatory constraints. If the Sender cannot be contacted within five Business Days or fails to give instructions within a reasonable period of time, TNT may return the Shipment to the Sender; or place the Shipment in temporary storage, a general order warehouse or customs-bonded warehouse or dispose of the Shipment. If a Shipment cannot be delivered, cleared through customs or returned, the Shipment may be transferred or disposed of by TNT. The Sender will be liable for any and all costs, Charges and fees incurred in returning, storing or disposing of an undeliverable Shipment, unless the Shipment was undeliverable due to the fault of TNT.
- 18.3 Shipments that cannot be returned due to local regulatory constraints will either be placed in temporary storage, a general order warehouse or a customs-bonded warehouse or disposed of in accordance with local law. The Sender agrees to pay any costs incurred by TNT in such placement or disposal.
- 18.4 Return Charges will be assessed to the Sender together with the original Charges, unless the Shipment was undeliverable due to the fault of TNT. Also included will be any other Charges incurred by TNT in the process of the return. For return of undeliverable Shipments containing dangerous goods, the Sender must supply a completed return Waybill and all other required documents.

- 19. Delivery Times for Premium Products.** If TNT fails to deliver Express 9 am, 10am or noon products before the Delivery Commitment Time, in circumstances where such failure was not caused by events set out in [Section 21](#) (Liabilities Not Assumed), and the Sender/Recipient payer notifies TNT of its claim in compliance with [Section 23](#) (Claims), TNT will only charge for the actual delivery service provided (e.g. before noon) rather than the quoted price for the originally requested service (e.g. before 9 am), within the same Express product category. TNT will refund or credit to the applicable invoice the difference in price, at its option.
- 20. Limits of Liability.**
- 20.1 Standard Limits of Liability for Transportation Services.** TNT's liability for loss, damage or delay in connection with the provision of Transportation Services will be limited to the higher of a) the amount provided by the applicable Conventions or b) US\$100 per Shipment (unless the Sender elects to pay an additional charge to specify Enhanced Liability or Insurance as described in Sections [20.3](#) and [20.4](#)). TNT will also apply such limits to all claims arising out of the provision of domestic Transportation Services in the absence of any mandatory or lower liability limits in the applicable national transport laws (unless the Sender elects to pay an additional charge to specify Enhanced Liability or Insurance as described in Sections [20.3](#) and [20.4](#)).
- 20.2 Limits of Liability for Other Claims.** If not governed by Section [20.1](#) (Standard Limits of Liability for Transportation Services), 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 3.40 Euros per kilogram, in all cases not exceeding a maximum liability of 10,000 Euros per event or series of connected events.
- 20.3 Maximum Liability: Enhanced Liability** (not offered in all locations – contact TNT customer service for details).
- In locations where TNT offers Enhanced Liability, the Sender may elect to pay an additional charge to specify an Enhanced Liability Waybill, above the limits stated in the preceding Sections [20.1](#) and [20.2](#).
 - The Enhanced Liability specified represents TNT's maximum liability in connection with the Shipment. The Enhanced Liability only applies in case TNT is liable pursuant to the Conventions or the national transport laws mandatorily applicable to a Shipment.
 - Unless otherwise specified by TNT, the maximum Enhanced Liability is 25,000 Euro per Shipment (excluding document shipments – see below).
 - TNT's liability for proved loss or damage or any other claim in connection with document Shipments will not exceed the Shipment's reconstruction value, with a maximum of 500 Euros per document Shipment unless specified otherwise by TNT. Enhanced Liability is not available for all document Shipments. See tnt.com or contact TNT customer service for further information on eligibility.
- 20.4 Insurance** (not offered in all locations – contact TNT customer service for details).
- In locations where TNT offers Insurance, the Sender may elect to pay an additional charge to select Insurance on the Waybill, above the limits stated in the preceding Sections [20.1](#) and [20.2](#).
 - The Insurance specified represents the maximum amount for which TNT assumes risk in connection with the Shipment.
 - Unless otherwise specified by TNT, the maximum Insurance is 25,000 Euros per Shipment.
 - TNT's Insurance coverage is limited as provided under Institute Cargo Clause A.
 - TNT's liability for proved loss or damage or any other claim in connection with document Shipments will not exceed the Shipment's reconstruction value, with a maximum of 500 Euros per document Shipment unless specified otherwise by TNT. Insurance is not available for all document Shipments. See tnt.com or contact TNT customer service for further information on eligibility.
- 20.5** If the Sender elects Enhanced Liability or Insurance, **the following conditions apply:**
- 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 and may differ per Shipment origin. Contact TNT customer service for details.
 - 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 Conditions.
 - e. No compensation is available for losses relating to Ancillary Services.
 - f. Any attempt to declare a value for Enhanced Liability, Insurance or customs in excess of the maximum amounts allowed in these Conditions is null and void. Such declared value automatically will be reduced to the authorized 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 Conditions. 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 or Insurance 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.
- 20.6 **Unique Items.** TNT's liability for Shipments containing Unique Items, whether in whole or in part is limited to the relevant Convention limit or mandatorily applicable local laws. Enhanced Liability and Insurance are not applicable to Shipments containing Unique Items.

21. Liabilities Not Assumed.

- 21.1 TNT assumes no liability for:
- a. Subject to further limitations set out in these Conditions, any damages in excess of the Enhanced Liability or Insurance (as limited by Section [20.3](#) (Maximum Liability: Enhanced Liability) and Section [20.4](#) (Insurance)) or the limitation of liability as set forth in the applicable Convention or, for Shipments from and between specified locations within one country, by the applicable mandatory local law, whichever is greater, whether or not TNT knew or should have known that such damages might be incurred;
 - b. Special, incidental, consequential or indirect loss or damage, including to costs of alternative transport, loss of income, revenue, use or profits, anticipated savings, goodwill or loss of opportunity; and
- 21.2 Sender assumes all exposure to and risk of any loss, damage or delay beyond that expressly assumed by TNT in these Conditions. The Sender should arrange for its own insurance cover if desired. TNT does not provide insurance cover.
- 21.3 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 Conditions, 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; and
 - q. failing to meet the Delivery Commitment Time for any Shipments with an incomplete or incorrect address (see [Section 18](#) (Undeliverable Shipments)).
- 21.4 If TNT is not liable, including for any liability that exceeds the liability expressly assumed by TNT in these 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.

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 Section 21.

- 22. No Warranties.** Save as expressly set out herein TNT makes no warranties, express or implied.
- 23. Claims.** TNT will only accept submission of a claim relating to a Shipment, if the claimant complies with any applicable Convention and the following procedure, failing which no claim may be brought against TNT:

- 23.1 **Providing Notice of a Claim.**
- a. All claims due to loss, damage (visible or concealed) or delay (including spoilage claims) or missing contents, must be notified to TNT within 21 days after (i) delivery of the Shipment (in the case of damage or delay), or (ii) the expected date for delivery (in the case of loss, non-delivery or mis-delivery).
 - b. Receipt of the Shipment by the Recipient without such notice of damage on the delivery receipt is prima facie evidence that the Shipment was delivered in good condition.
 - c. All such claims must be notified via [tnt.com](https://www.tnt.com) or by contacting TNT customer service.
- 23.2 **Required information.** All notices of claim must include complete Sender and Recipient information, as well as the TNT tracking number, date of Shipment, number of pieces, and Shipment weight. As a pre-condition for TNT considering any claim for damage, the Recipient must make the contents, original shipping cartons and packaging available for inspection by TNT, either at the Recipient's premises or at a TNT facility, until the claim is concluded.
- 23.3 **Limitations.** TNT is not obligated to act on any claim until all Charges have been paid; the claimant cannot deduct the claim amount from those Charges. Only one claim can be filed in connection with a Shipment. Acceptance of payment of a claim will extinguish any right to recover further damages or to claim further compensation in connection with that Shipment. Senders or Recipients whose Packages were tendered to TNT through a package consolidator do not have any right to legal or equitable relief against TNT.
- 23.4 **Legal Actions.** The right to claim damages for an action arising out of carriage from TNT will be barred unless the claim is brought before an authorized court within two years from the actual date of delivery (in case of damage, shortage or delay) or the expected date for delivery (in case of loss, non-delivery, or mis-delivery), or within any applicable statute of limitations, whichever is shorter.
24. **Subcontracting.** TNT reserves the right to subcontract the whole or part of any of the Services.
25. **Data Protection.**
- 25.1 Terms such as 'controller', 'personal data', 'data subject' and 'processing' shall have the meaning ascribed to them in the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any other data protection laws and regulations that apply to the processing of any personal data ("Personal Data") under these Conditions (collectively "Data Protection Law").
 - 25.2 TNT and Sender acknowledge that they are both controllers in their own right with respect to the processing of any Personal Data by or between parties under these Conditions.
 - 25.3 In relation to the processing of any Personal Data under these Conditions, Sender represents to have complied with Data Protection Law, including providing the data subjects with the information in accordance with Data Protection Law, providing the information as contained in the TNT Privacy Notice at [tnt.com](https://www.tnt.com) and obtaining a legal ground in accordance with Data Protection Law, such as the performance of the contract, legitimate interests or consent.
 - 25.4 Sender indemnifies TNT in respect of all costs, claims, damages and expenses suffered or incurred by TNT in connection with Sender's failure to comply with this Section 25.
 - 25.5 Sender represents that the legal ground as set out under [Section 25.3](#) (also) allows any transfer of Personal Data to TNT, its affiliates, branches, counsels, auditors or any third parties engaged by TNT to perform its obligations to Sender under these Conditions in any country both inside and outside of the European Economic Area ("EEA").
 - 25.6 Any transfer of Personal Data from Sender to TNT, or vice versa, from the EEA or Switzerland to a country outside of the EEA or Switzerland is subject to the standard contractual clauses controller-to-controller (Decision 2004/915/EC) ("SCC-CCs") as meant in article 46(2)(c) GDPR, which are available here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en. For this purpose, the SCC-CCs are fully incorporated into these Conditions by reference. By accepting these Conditions, parties (a) are deemed to have signed the SCC-CCs (b) agree to the full content of the SCC-CCs and (c) shall comply with the conditions therein and (d) agree that any change or subsequent Decision and/or URL applies and replaces the Decision and/or URL as referred to in this Section 25.6. Under the SCC-CCs, TNT as controller will act as data exporter, also on behalf of its affiliates, and Sender as controller will act as data importer, or vice versa where applicable. The foregoing is without prejudice

to the right of TNT to solely decide to use another appropriate transfer mechanism in accordance with Data Protection Law. The Personal Data transferred may include individual Senders' and Recipients' contact details, such as names and addresses, necessary to enable the efficient provisioning of TNT's Services, such as the delivery of Packages and enabling track and trace functionalities, as further or otherwise set out in these Conditions and in accordance with the Annexes of the SCC-CCs.

- 25.7 If the Court of Justice of the European Union, local supervisory authority or similar governmental authority determines that any of the Conditions under this Section 25 and/or the SCC-CCs shall not or no longer be a lawful method to facilitate transfers of Personal Data outside of the EEA or Switzerland, parties shall negotiate in good faith an alternative method to facilitate such transfers in a lawful manner.
26. **Entire Agreement.** These Conditions represent the entire agreement between the parties and, subject to [Section 1](#) (Application), prevail over any other terms or conditions, oral or written. These Conditions cannot be overridden except by express agreement in writing between the parties.
27. **Assignment.** Neither the rights nor the duties of either party under these Conditions may be assigned or delegated without the prior written consent of the other party, except that TNT may assign all or any part of its rights and delegate its duties under these Conditions to any of its affiliates. Without limiting the foregoing, these Conditions are binding upon and inure to the benefit of the parties and their permitted successors and assigns.
28. **Non-Waiver.** Any failure by TNT to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair TNT's right to enforce such provision.
29. **Mandatory Law.** These Conditions do not exclude any liability where the exclusion of that liability is prohibited by law. Insofar as any provision contained or referred to in these Conditions may be contrary to any applicable mandatory international treaty, local law, government regulations, orders, or requirements, such provision will be limited to the maximum extent permitted and, as limited, will remain in effect as part of the agreement between TNT and the Sender. The invalidity or unenforceability of any provision will not affect any other part of these Conditions.
30. **Mediation.** Belgian law allows the users of Belgian inbound or outbound postal services to request the intervention of the Ombudsman for the postal sector (Boulevard du Roi Alber II 8 bte 4, 1000 BRUXELLES (F); Koning Albert II-laan 8 bus 4, 1000 BRUSSEL (NL)) provided the user introduced its complaint beforehand with TNT. Such intervention is without prejudice to the provisions of these Conditions.
31. **Governing Law and Jurisdiction.** Save as provided by any applicable Convention, these Conditions and any disputes arising from or related to Services performed by TNT pursuant thereto are subject to the laws and the courts of the country or territory where the Shipment is accepted by TNT for performance of the Services.

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.