



INTERLINK IRELAND LIMITED  
T/A DPD Ireland

# Terms and Conditions of Carriage

Republic of Ireland

Effective: March 2024



INTERLINK IRELAND LIMITED  
T/A DPD Ireland

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Terms and Conditions of Carriage  
Republic of Ireland

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# INTERLINK IRELAND LIMITED Terms and Conditions of Carriage

## National (ROI)

INTERLINK IRELAND LIMITED (the "Carrier") accepts goods for carriage upon the terms and subject to the conditions set out below (the "Conditions"). Unless previously agreed in writing by a director of the Carrier who has express authority to do so:

- (i) no verbal, written or other addition, amendment, variation to these Conditions shall be effective;
- (ii) these Conditions supersede any other terms and/or conditions appearing elsewhere and shall prevail over and exclude any terms or conditions stipulated or incorporated or referred to by the Trader (as defined below) or his agents or any third party; and
- (iii) it shall be a precondition of the Carrier's accepting goods for carriage that the same is subject to these Conditions in all respects.

### Condition 1 - Definitions

In these Conditions, the following expressions shall have the meaning hereby respectively assigned to them, that is to say:-

"Address" means the address or point of delivery notified by the Trader to the Carrier and appearing on the Consignment note;

"Alternative Address" shall mean the Address or such subsequent alternative address or point of delivery notified by the Consignee or their Nominee to the Carrier, and accepted at the Carrier's discretion;

"Carrier" shall have the meaning assigned to it above and where the context so admits, include the Carrier's officers, servants or agents and also any other carrier or sub-contracting party whom the Carrier is authorised and permitted to use or engage under these Conditions;

"Consignee" shall mean the person or entity to which the Consignment is addressed;

"Consignment" shall mean goods in bulk or contained in one parcel or package or in any number of separate parcels or packages, in all cases sent at one time in one load from one address to an Address or Alternative Address, under a Contract;

"Contract" shall mean the contract of carriage subject to these Conditions, between the Trader and Carrier;

"Conveyable Item" shall mean an item, which can travel on the Carrier's automated conveyor system;

"Dangerous Goods" shall mean goods included in the list of dangerous goods as set out in the European Agreement Concerning the International Carriage of Dangerous Goods by Road (the "ADR") and as defined by reference to restrictions in packing group I and II as per the ADR, and shall mean goods defined as dangerous, hazardous or harmful by reference to any other relevant legislation or regulations together with any amendments thereto (including the British Toll Tunnels, Dangerous Traffic List of Restrictions), or means goods which present a comparable hazard;

"Nominee" shall mean a person or entity nominated by Consignee to notify the Carrier of the Alternative Address and preferred delivery time and, where applicable to take delivery of the Consignment;

"Non-Conveyable item" shall mean an item that for any reason cannot travel on the Carrier's automated conveyor system including:

- Where the parcel dimensions exceeds 1200mm x 700mm x 700mm
- Where the parcel is not well packaged or has loose banding or strapping
- Where the parcel contents are not contained within the packaging – i.e. items protruding
- Where the parcel is not stable and prone to rolling while in motion
- Where fragile contents are not adequately packaged to mitigate against damage to yours and other parcels;

"Trader" shall mean a person or entity who contracts with the Carrier for the Carrier's services; "Transit" shall have the meaning set out in Condition 13; and "Surcharge" shall mean the additional charge as stated by notice in writing from the Carrier to the Trader from time to time.

## Condition 2 – Carrier is Not a Common Carrier

The Carrier is not a common carrier and will only accept goods for carriage on these Conditions.

## Condition 3 – Parties and Sub-Contracting

- (i) Where the Trader is not the owner of some or all of the goods in any particular Consignment, the Trader hereby warrants that it is for all purposes the lawful and duly authorised agent of the owner or owners thereof and that it hereby accepts these Conditions for itself and for and on behalf of any other person having any interest in the Consignment.
- (ii) The Carrier may employ and engage the services of any other carrier for the purposes of fulfilling the Contract (including any of the Carrier's own

franchisees, agents and network members) and any such other carrier shall have the like power to sub-contract on like terms.

- (iii) The Carrier enters into the Contract for and on behalf of itself and its officers, servants, agents and sub-contractors all of whom shall be fully entitled to the benefits of the Contract and shall be under no liability whatsoever to the Trader or anyone claiming through it in respect of a Consignment in addition to or separately from that of the Carrier under the Contract.

#### Condition 4 – Carrier’s Charges

- (i) The Carrier shall not accept any Consignment under a Contract unless either the Trader has opened an account with the Carrier and is not in breach of any of the conditions or credit limits applicable thereto or the Consignment is a cash transaction. For cash transactions, payment will be required by the Carrier on Carrier's collection or acceptance of the Consignment unless otherwise agreed in writing. If the Trader has opened an account with the Carrier, the Carrier shall submit invoices to the Trader weekly or monthly, and the Trader shall be obliged to settle such invoices not later than the last working day of the calendar month following that in which the invoice was first issued.
- (ii) The Carrier's charges for carriage, including any applicable Surcharge (and services incidental thereto) shall be payable by the Trader without prejudice to the Carrier's rights against the Consignee or any other person. The Carrier shall only accept “carriage forward” or “paid on” Consignments by prior written arrangement in which event the Trader shall be required to pay such charges if the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- (iii) Unless otherwise agreed in writing by the Carrier, all Consignments are charged at their actual gross weight unless a Consignment is not a Conveyable Item in which case the Carrier may charge a Surcharge.
- (iv) The Trader shall not be entitled to defer or withhold payment of any money due or liabilities incurred to the Carrier by reason of having any claim or counterclaim or any alleged claim or counterclaim and the Trader shall not under any circumstances be entitled to any rights of setoff in relation thereto.
- (v) The Trader shall not be entitled to defer or withhold payment of monies due or liabilities incurred to the Carrier, notwithstanding the absence of, or any discrepancy in:
  - a. proof of delivery signed by the Consignee or their Nominee;
  - b. proof of acceptance of the condition of the Consignment signed by the Consignee or their Nominee;



- c. proof that the Consignment was delivered to the Address or any address provided by the Trader; or
  - d. a claim by the Consignee that the Consignment was not delivered in accordance with their instructions.
- (vi) The Carrier shall have a first specific lien on the Consignment for all the Carrier's charges referred to hereunder and shall have the same rights of sale in relation thereto as are set out under Condition 19 below.
  - (vii) In the event that the Carrier notifies the Trader within 48 hours of commencement of Transit of a discrepancy between the weight of the Consignment stated by the Trader on the relevant Consignment note or instructions and the actual weight of the Consignment, the Carrier reserves the right to levy a Surcharge equivalent to the difference between
    - (a) the charges payable on the basis of the actual weight of the Consignment and
    - (b) the charges payable on the basis of the weight stated by the Trader on the Consignment note, such Surcharge to be payable at the same time as the other charges relating to the Consignment. The Carrier shall hold any Consignment in respect of which notification has been given in accordance with this Condition at the depot where the discrepancy is discovered for a period of 48 hours after giving notification to the Trader and the Trader shall have the right to attend at the relevant depot during such 48 hour period to inspect the Consignment and verify the discrepancy advised by the Carrier failing which the Trader shall be deemed to have accepted the discrepancy.

#### Condition 5 – Value Added Tax

All charges exclude Value Added Tax. The Trader will indemnify the Carrier against any liability arising under the Value Added Tax Act 1972 as amended.

#### Condition 6 – Variation of Terms

- (a) The price at which the Carrier has agreed to deliver or procure the delivery of the Consignment is based on: -
  - (i) the warranties and indemnities given and accepted on the part of the Trader herein;
  - (ii) the Carrier's cost of maintaining insurance cover against the Liabilities or its part assumed hereunder; and

- (iii) the exclusion, limitations and restrictions of and on the Carrier's liability hereunder. The Carrier is prepared to negotiate a different price if the Trader requires any variation or amendment to these Conditions.
- (b) The Carrier reserves the right to modify these Terms and Conditions and the Surcharges Policy (together the "Terms") from time to time. It is the Trader's responsibility to regularly take notice of any changes we make. If the Carrier makes changes to the Terms, the Trader will be notified by email at least 14 days before the date the changes become effective. The Trader's continued use of the Carrier's services after the effective date of the amended Terms will constitute acceptance of the revised Terms. If you do not agree to the modified Terms, you should immediately notify the Carrier and cease using the Carrier's services.

#### Condition 7(a) – Restrictions

The following cannot be accepted:-

- (i) Goods under ATA carnet.
- (ii) FCR (Forwarders Certificate of Receipt), FCT (Forwarders Certificate of Transport), and cash against documents.
- (iii) Deliveries to PO Box Nos.
- (iv) Dangerous Goods as defined in Condition 1 above.

The following goods can be subject or cause to delay:-

- (i) Exhibition goods.
- (ii) Goods for customs clearance by agents other than those specified by the Carrier.
- (iii) Goods affected by other than usual customs regulations for certain types of goods.
- (iv) Any goods with incomplete or incorrect customs documentation.

#### Condition 7(b) – Money Back Guarantee

- (i) Where the Trader has paid for Saturday delivery or for overnight timed delivery and the Carrier fails to deliver on Saturday or by the time specified by the Carrier to the Trader (or such other time as specified to the Carrier by the Consignee or their Nominee), as the case may be, then the Trader shall

be entitled to a refund of the difference between the charge for that specific service and the Carrier's standard delivery charge.

- (ii) The money back guarantee provided for hereunder shall not apply where the Carrier's failure to deliver on Saturday or by the specified time period, as the case may be, is caused by factors beyond its control as the same are specified in Condition 16 below, or where the Carrier is acting on the instructions of the Consignee or their Nominee.

#### Condition 8 – Packaging, Labelling, Size, and Dangerous Goods

- (i) The Trader warrants that each article comprised in the Consignment has been properly described to the Carrier and that the Consignment itself has been properly marked, addressed, and packaged to ensure at all times safe storage and transportation with ordinary care and handling.
- (ii) Every Consignment shall be addressed and labelled using the Carrier's labels in accordance with the Carrier's requirements and shall be accompanied by the Carrier's Consignment note containing such particulars as the Carrier may reasonably request, including Consignee's contact details to enable Carrier to deliver to the Alternative Address (if different to the Address) and/or the Nominee.
- (iii) The Carrier reserves the right to refuse to accept any individual parcel or package sent by a Trader, which is a Non-Conveyable Item. The Carrier may accept a package, which is a Non-Conveyable Item where the Trader pays the applicable Surcharge.
- (iv) Except where the Carrier has agreed in writing, signed by a director of the Carrier, the Carrier does not contract to carry Dangerous Goods. If the Carrier agrees to accept Dangerous Goods for carriage, such goods must be accompanied by a full declaration in the required format of their nature, contents and the hazards presented (whether or not required by statute) and be properly and safely packed in accordance with any statutory regulations and industry standards in force applicable to the carriage of such goods including but not limited to the C.P.L. Regulations and British Toll Tunnels, Dangerous Traffic List Restrictions.
- (v) The Trader shall indemnify the Carrier against all costs, losses, damages, expenses or other liability whatsoever arising out of the carriage of any Dangerous Goods (whether declared as such or not and whether or not arising out of the non-compliance by the Trader with these Conditions) save insofar as the same arise out of the Carrier's own negligence in which case such liability shall be determined in accordance with these Conditions.
- (vi) The Carrier may at any time at the Trader's sole risk and expense return the whole or any part of the Dangerous Goods to the Trader or destroy or

otherwise dispose of the whole or part thereof if the Carrier considers it necessary or advisable to do so.

#### Condition 9 – Receipts for Consignments

The Carrier shall, if so required, sign a document prepared by the Trader acknowledging receipt of the Consignment but no such document shall be evidence of the condition of the correctness of the declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

#### Condition 10 – Loading and Unloading

- (i) When collection or delivery does not take place at the Carrier's own premises, the Carrier shall not be under any obligation whatsoever to provide plant, power or labour which, in addition to the Carrier's own drivers, is required for loading or unloading. Any such plant or labour shall be provided at the sole risk and cost of the Trader who shall indemnify and keep the Carrier fully indemnified against all losses, liabilities, costs, damages, expenses, claims or actions suffered or incurred by the Carrier in respect of the provision or use of the same or any other matters relating thereto.
- (ii) Goods requiring special appliances for unloading are accepted for carriage only on condition that the Trader has duly ascertained from the Consignee that such appliances are available at the specified place of delivery or the Alternative Address.

#### Condition 11 – Unreasonable Detention

The Trader shall be liable to the Carrier for all costs, damages or expenses suffered by the Carrier in respect of unreasonable, abnormal or unusual detention of the Carrier's vehicles, containers and other things, which arise as a result of the nature, state, or packaging of the Consignment or any part thereof.

#### Condition 12 – Route

Unless otherwise agreed in writing, the method and route of transit shall be at the absolute and sole discretion of the Carrier.

#### Condition 13 – Transit

- (i) Transit shall commence when the Consignment is handed to the Carrier whether at the point of collection or (as the case may be) at the Carrier's premises.
- (ii) Transit shall (unless otherwise previously terminated) end when the Consignment is tendered at the Address, or where applicable the Alternative Address, at such times as may be agreed between the Carrier and the Trader, or as between the Carrier and the Consignee, provided that-
  - (a) if no safe and adequate access or no adequate unloading facilities there exist, and the Carrier has not been provided with specific access or unloading instructions by Consignee, then Transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone, text message or email if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises in the relevant district has been sent to the Consignee; and
  - (b) where for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier to await order or "to be kept till called for" or upon any like instructions and such instructions are not given or the Consignment is not called for then Transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone, text message or email if so previously agreed in writing) of such fact has been sent to the Consignee.

#### Condition 14 – Undelivered or Unclaimed Items

After termination of Transit by reason of the Consignment being undelivered or unclaimed, unless otherwise agreed in writing, the Carrier will hold the Consignment as warehousemen (i.e. the Consignment will be stored as if Carrier's warehouse were storage hired by Trader) subject to its normal warehousing charges and conditions prevailing at the time and subject always to the Carrier's right of sale and Lien provided for in Condition 4 and Condition 19 hereof.

## Condition 15 – Computation of Time

Where any period of seven days or less provided by these Conditions is computed, there shall be ignored any Sunday or Bank, or Public or other statutory holiday.

## Condition 16 – Liability of Carrier

- (i) The Carrier will not knowingly accept any of the following for carriage and no insurance cover will be provided by the Carrier for same and further no liability will attach to the Carrier for same:- Explosives, radioactive materials, narcotics, firearms, paint, oil, Dangerous Goods, cash, bank drafts, acids, and the Carrier specifically excludes these goods in any form from its operation.
- (ii) The Carrier shall be liable for loss or damage to goods occasioned during Transit to the extent as set out in these Terms and Conditions, specifically at Condition 17 hereunder, unless and to the extent that the same has been caused by, is due to, or has arisen from:-
  - (a) the carriage of explosives, radioactive materials, poisonous gases, oxidising materials, narcotics, firearms, oil, paint, acid and Dangerous Goods;
  - (b) an act of God, force majeure or any other occurrence or cause beyond the control of the Carrier which prevent the Carrier from being able to perform its obligations under this Agreement, including extreme weather conditions, war, civil commotion, invasion, hostilities, riots and other occurrences;
  - (c) seizure, damage, confiscation, requisition or destruction under legal process or by or under the order of any governmental, local authority, or other public body;
  - (d) any act or omission of the Trader or (if not the Trader) the owner or owners of the goods comprised in a Consignment (or part thereof), including their respective servants or agents and anything done by the Carrier at the express request or direction of them;
  - (e) any act or omission of the Consignee or Nominee including their respective servants or agents and anything done by the Carrier at the express request or direction of them, or in trying to comply with their express request or direction;
  - (f) any inherent liability of consigned goods to wastage, either in bulk, weight or quality, any latent or inherent defects or natural deterioration of the goods;
  - (g) insufficient or improper packaging,

- (h) insufficient or improper labelling or addressing (including Alternative Address instructions provided by the Consignee or their Nominee);
  - (i) industrial disputes, lock-outs and general or partial stoppages or restraints of labour of whatsoever nature;
  - (j) electrical or magnetic damage, erasure, x-ray or other similar damage to electronic or photographic images or recording in any form;
  - (k) damage or breakage of china, glass or similar objects or parts consisting of such material;
  - (l) inevitable loss due to the nature or type of goods consigned; and
  - (m) the dishonest actions of any of the Carrier's employees which were in contravention of the Carrier's instructions.
- (iii) Under no circumstances shall the Carrier be liable to the Trader in any event for
    - (a) loss of income;
    - (b) loss of profits;
    - (c) loss of interest;
    - (d) loss of market;
    - (e) loss of or damage to goodwill;
    - (f) any wasted expenditure; or
    - (g) any consequential loss, special damages or other indirect loss, howsoever arising, whether or not the Carrier knew or ought to have known that such losses or damages might be incurred.

#### Condition 17 – Limitation of Liability

- (i) To the maximum extent possible, the Carrier's liability under or in connection with these Conditions, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited to whichever is the lower of the following amounts:-
  - (a) the replacement value of any goods or merchandise comprising all or part of the Consignment which are lost or damaged; or
  - (b) EUR €15 (fifteen euro) per kilogram in respect of any one Consignment, up to a maximum amount of EUR €1500 (one thousand five hundred euro) per Consignment.
- (ii) Any claim made by a Trader must be supported by such evidence of the value of the goods lost or damaged as the Carrier may require. In particular where the Trader has contracted with a third party for carriage of the goods

the subject of the claim and has appointed the Carrier as its sub-contractor for such carriage, under no circumstances shall the sum paid by the Carrier to the Trader exceed the sum paid by the Trader to the relevant third party in respect of the lost or damaged goods, and the Trader shall accordingly provide the Carrier with the full details of the third party claim and settlement thereof.

- (iii) Additional insurance cover per Consignment up to a maximum of the amount stated in the standard pricing notice provided by the Carrier to the Trader from time to time will be provided by the Carrier where the Trader specifies that such cover is required by ticking the appropriate box provided for this purpose on the Carrier's Consignment note. The Trader will be liable to pay a supplementary charge for such cover per Consignment as detailed on the Carrier's rate schedule from time to time.
- (iv) Additional insurance cover is NOT available for Consignments which comprise or include bullion, currency, cheques, bills of exchange, postage stamps, precious metals, gold and silver articles, precious stones, jewellery, watches, antiques, works of art, furs, alcohol, dangerous drugs, Dangerous Goods, Livestock, plants and perishables or for damage resulting in their carriage.
- (v) The Trader shall procure that no Consignee, Nominee or party related to the Consignee or Nominee makes any claim, whether in contract, tort (including negligence), for breach of statutory duty or otherwise against the Carrier and/or any Sub-Processor(s) in relation to any aspect of delivery of a Consignment. The Trader shall indemnify and hold the Carrier harmless in respect of any losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liability, damages, compensation, expenses and/or professional costs and/or charges incurred by it and any Sub-Processor(s) in connection with any such claims.

#### Condition 18 – Time Limit for Claims

The Carrier shall not be liable for any loss, damage or other liability of whatsoever nature unless:-

- (a) the Trader notifies the Carrier in writing to Carrier's head office, quoting Consignment number, of an impending claim within seven days after termination of Transit (or in the case of a claim for non-delivery within seven days of the anticipated delivery date); and
- (b) the Carrier receives a completed claim form at Carrier's head office from the Trader within twenty one days after termination of Transit (or in the case of a claim for non-delivery within twenty one days of the anticipated delivery date). Provided that no claim shall be entertained by the Carrier nor



shall any liability attach to it, unless all payments due to the Carrier from the Trader in respect of the delivery of the Consignment have been fully made.

#### Condition 19 – **General Lien**

The Carrier shall have a general lien against the Trader or the owner or owners of any goods comprised in any Consignment for any monies and other liabilities whatsoever due from the Trader or such owner or owners to the Carrier. If any such monies or liabilities are not paid or satisfied within a reasonable time, the Carrier shall be at liberty in its absolute discretion to sell any or all such goods as agent for the owner or owners thereof and to apply the proceeds towards payment or satisfaction of all such monies or Liabilities and all the expenses of any such sale and the Carrier shall, upon accounting to the Trader for the balance remaining (if any) of such proceeds after such application, be discharged from all liability whatsoever in respect of the Consignment. Failure to deliver within the specified time period due to exercise of the Carrier's lien shall not entitle the Trader or such owner or owners to withhold payment of any of the Carrier's charges.

#### Condition 20 – **Severance**

If at any time any one or more of the provisions of these Conditions shall become or be declared invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### Condition 21 – **Headings**

The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.

#### Condition 22 – **Data Protection**

For the purposes of these Conditions and the Carrier's processing of Personal Data in connection with the performance of the Services, the Carrier shall act as a Data Controller, as per the meaning of the Data Protection Regulation.







In providing its service to the Trader, the Carrier may process Personal Data. In processing Personal Data pursuant to these Conditions, the Carrier and the Trader will comply with their obligations under applicable Data Protection Law. To the extent that the Carrier processes Personal Data relating to a Consignee (the Consignee Personal Data), it will do so as a Data Controller.

As a Data Controller, the Carrier agrees to the following:

- (i) Data Transfers: The Carrier will not transfer any of the Consignee Personal Data or other information relating to Consignees outside of the EEA except on the written instruction or consent of the Trader. The Carrier shall not make such a transfer where, in the judgement of the Carrier, that transfer would constitute a breach of the Carrier's own obligations as a Data Processor and/ or Controller.
- (ii) Data Subject Rights: The Carrier agrees to provide reasonable assistance to the Trader, on written request setting out the scope of the assistance required, including taking appropriate and requested technical and organisational measures, having regard to the nature of the processing, to respond to requests by data subjects, exercising their rights under Chapter III of the GDPR.
- (iii) Assistance: The Carrier agrees to provide reasonable assistance to the Trader, on written request, setting out the scope of the assistance required, within such reasonable timescale as may be specified by the Trader, with compliance with the Trader's obligations pursuant to:
  - (a) Article 32 of the GDPR (Security);
  - (b) Articles 33 and 34 of the GDPR (Data Breach Notification);
  - (c) Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
  - (d) Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under these Conditions).
- (iv) Breach Notification: The Carrier and Trader shall notify the other without undue delay if they become aware of a Data Security Breach which shall involve data held by one or other or both of them and which is subject to these terms, and they shall include in such notification the applicable information referred to in Article 33 (3) of the GDPR.
- (v) Confidentiality: The Carrier will ensure that its Personnel who Process Consignee Personal Data under these Conditions are subject to obligations of confidentiality in relation to such Personal Data.
- (vi) Security: The Carrier shall, taking account of the factors identified in Article 32 (1) of the GDPR, implement appropriate technical and organisational measures to assure a level of security 32 33 appropriate to the risk to the security of Consignee Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Consignee Personal Data including as appropriate:

- (a) the pseudonymisation and encryption of Personal Data;
- (b) the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Supplier's systems used for such Processing, the Personal Data and the Services;
- (c) the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (vii) Existing Sub-Processors: By entering the Contract, the Trader authorises the Carrier to engage its Existing Sub-Processors to Process the categories of Personal Data identified in (xv) of this Condition.
- (viii) New Sub-Processors: The Carrier shall give the Trader prior notice of the appointment of any New Sub-Processor, including details of the processing of Personal Data to be undertaken by such New Sub- Processor. The Trader shall not object to a New Sub-Processor provided that the Carrier has:
  - (a) carried out due diligence to ensure that such New Sub-Processor is capable of providing the level of protection for Personal Data required by this Condition 22; and
  - (b) ensures that the arrangement between the Carrier and the New Sub-Processor is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this Condition 22.
- (ix) Sub-Processors: The Carrier shall remain fully liable to the Trader for Processing by any third party as if the Processing was being conducted by the Carrier.
- (x) Demonstrating Compliance: The Carrier shall, on written request setting out the nature of the information required, make available to the Trader all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Trader or another auditor mandated by the Trader.
- (xi) Termination/Expiry: On termination or expiry of a Contract (or at any other time on request by the Trader), the Carrier shall return or permanently erase, at the election of the Trader, all copies of the Consignee Personal Data received and/or processed by it unless European Union or Member State law requires retention of the Consignee Personal Data.
- (xii) The Trader shall indemnify the Carrier, without limit or exclusion, against any damages or claims incurred by the Trader or any of its Personnel, arising from or in connection with:
  - (a) any breach by the Trader of its obligations under this Condition 22 or the Data Protection law then in effect, as may be, and/or
  - (b) any act or omission of the Trader or its Personnel which causes the Carrier in any way to breach Data Protection Law.

(xiii) Control and Processing of Personal Data by the Carrier

<p><b>Subject Matter</b> </p> <p>Contact details for the Consignee processed in order to provide the Carrier's service and deliver items as required</p>	<p><b>Duration of Processing</b> </p> <p>For the minimum period provided by law or legitimate requirement, which may vary, pending on the data type concerned</p>	<p><b>Nature and Purpose of the Processing</b> </p> <p>Collection and delivery of the consignment, which is the subject matter of the contract</p> <p>Compliance with legal or regulatory obligations, including with regard to the collection and payment of duties, taxes and levies</p> <p>The exercise of legal rights by the Carrier, including, but not limited to, the defence of legal claims, suites or actions arising from the activity of any party</p>
<p><b>Categories of Data Subjects</b> </p> <p>Trader (if an individual)</p> <p>Trader's personnel</p> <p>Consignees</p> <p>Consignee Nominees</p>	<p><b>Types of Personal Data – Contact Details</b> </p> <p>Name, home or work landline number or mobile number, home or work postal address, personal or work email address.</p> <p>Any other information that the Data Subject may disclose for the purpose of effecting the delivery of a consignment.</p>	<p><b>Traders' Rights and Obligations</b> </p> <p>The Traders' rights and obligations are described in these Terms and Conditions (See Section 22 – Data Protection for reference)</p>

(xiv) Definitions: For the purpose of this Condition 22, the following definitions will apply:

- Damages means all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, fines, penalties and legal costs (calculated on a full indemnity basis), and all other professional costs and expenses) arising out of this Agreement or a cause of action in connection with the operation of this Agreement, including breach of contract, tort (including negligence) and any other common law, equitable or statutory cause of action.
- Data Controller has the meaning given to it in Data Protection Law.
- Data Processor has the meaning given to it in Data Protection Law.
- Data Protection Impact Assessment has the meaning given to it in Data Protection Law.
- Data Security Breach means any known potential or actual breach of the Minimum IS Requirements or any obligations or duties owed by the Data Processor to the Data Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data.
- Data Subject has the meaning given to it in Data Protection Law.
- Data Protection Law means the EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive 2002/58/EC, any

amendments and replacement legislation including the GDPR, European Commission decisions, binding EU and national guidance and all national implementing legislation.

- Existing Sub-Processor means each third party, with which the Carrier has, on the date that the Contract is entered into, an agreement pursuant to which the third party will provide services involving the processing of Consignee Personal Data.
- New Sub-Processor means any third party other than an Existing Sub-Processor to which the Carrier wishes to delegate the processing of Consignee Personal Data. GDPR means Regulation (EU) 2016/679 known as the General Data Protection Regulation.
- Personal Data has the meaning given to it in Data Protection Law.
- Personnel of a person means the officers, employees, agents and contractors (including subcontractors) of that person.
- Prior Consultation has the meaning given to it in Data Protection Law.
- Processing has the meaning given to it in Data Protection Law, and Processing will be construed accordingly.
- Regulator means any regulator or regulatory body (including the Office of the Data Protection Commissioner and its successor) to which the Data Controller is subject from time to time or whose consent, approval or authority is required so that the Data Controller can lawfully carry on its business.
- Sub-Processor(s) means Existing Sub-Processor(s) and/or New Sub-Processor(s).

#### Condition 23 – Governing Law

These Conditions and every Contract made pursuant thereto shall be governed by and construed in accordance with the Laws of Ireland and the Trader hereby submits to the exclusive jurisdiction of the Irish Courts.





INTERLINK IRELAND LIMITED  
T/A DPD Ireland

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Terms and Conditions of Carriage  
Republic of Ireland

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# INTERLINK IRELAND LIMITED Terms and Conditions of Carriage

## DPD Road Service to Europe (ROI)

INTERLINK IRELAND LIMITED (the "Carrier") accepts goods for carriage upon the terms and subject to the conditions set out below (the "Conditions"). Unless previously agreed in writing by a director of the Carrier who has express authority to do so:

- (i) no verbal, written or other addition, amendment, variation to these Conditions shall be effective;
- (ii) these Conditions supersede any other terms and/or conditions appearing elsewhere and shall prevail over and exclude any terms or conditions stipulated or incorporated or referred to by the Trader (as defined below) or his agents or any third party; and
- (iii) it shall be a precondition of the Carrier's accepting goods for carriage that the same is subject to these Conditions in all respects.

### Condition 1 - Definitions

In these Conditions, the following expressions shall have the meaning hereby respectively assigned to them, that is to say:-

"Address" means the address or point of delivery notified by the Trader to the Carrier and appearing on the Consignment note;

"Alternative Address" shall mean the Address or such subsequent alternative address or point of delivery notified by the Consignee or their Nominee to the Carrier, and accepted at the Carrier's discretion;

"Carrier" shall have the meaning assigned to it above and where the context so admits, include the Carrier's officers, servants or agents and also any other carrier or sub-contracting party whom the Carrier is authorised and permitted to use or engage under these Conditions;

"Consignee" shall mean the person or entity to which the Consignment is addressed;

"Consignment" shall mean goods in bulk or contained in one parcel or package or in any number of separate parcels or packages, in all cases sent at one time in one load from one address to an Address or Alternative Address, under a Contract;

"Contract" shall mean the contract of carriage subject to these Conditions, between the Trader and Carrier;

"Conveyable Item" shall mean an item, which can travel on the Carrier's automated conveyor system;

"Dangerous Goods" shall mean goods included in the list of dangerous goods as set out in the European Agreement Concerning the International Carriage of Dangerous Goods by Road (the "ADR") and as defined by reference to restrictions in packing group I and II as per the ADR, and shall mean goods defined as dangerous, hazardous or harmful by reference to any other relevant legislation or regulations together with any amendments thereto (including the British Toll Tunnels, Dangerous Traffic List of Restrictions), or means goods which present a comparable hazard;

"Nominee" shall mean a person or entity nominated by Consignee to notify the Carrier of the Alternative Address and preferred delivery time and, where applicable to take delivery of the Consignment;

"Non-Conveyable item" shall mean an item that for any reason cannot travel on the Carrier's automated conveyor system including:

- Where the parcel dimensions exceeds 1200mm x 700mm x 700mm
- Where the parcel is not well packaged or has loose banding or strapping
- Where the parcel contents are not contained within the packaging – i.e. items protruding
- Where the parcel is not stable and prone to rolling while in motion
- Where fragile contents are not adequately packaged to mitigate against damage to yours and other parcels;

"Trader" shall mean a person or entity who contracts with the Carrier for the Carrier's services; "Transit" shall have the meaning set out in Condition 13; and "Surcharge" shall mean the additional charge as stated by notice in writing from the Carrier to the Trader from time to time.

#### Condition 2 – Carrier is Not a Common Carrier

The Carrier is not a common carrier and will only accept goods for carriage on these Conditions.

#### Condition 3 – Parties and Sub-Contracting

- (i) Where the Trader is not the owner of some or all of the goods in any particular Consignment, the Trader hereby warrants that it is for all purposes the lawful and duly authorised agent of the owner or owners thereof and that it hereby accepts these Conditions for itself and for and on behalf of any other person having any interest in the Consignment.

- (ii) The Carrier may employ and engage the services of any other carrier for the purposes of fulfilling the Contract (including any of the Carrier's own franchisees, agents and network members) and any such other carrier shall have the like power to sub-contract on like terms.
- (iii) The Carrier enters into the Contract for and on behalf of itself and its officers, servants, agents and sub-contractors all of whom shall be fully entitled to the benefits of the Contract and shall be under no liability whatsoever to the Trader or anyone claiming through it in respect of a Consignment in addition to or separately from that of the Carrier under the Contract.

#### Condition 4 – Carrier's Charges

- (i) The Carrier shall not accept any Consignment under a Contract unless either the Trader has opened an account with the Carrier and is not in breach of any of the conditions or credit limits applicable thereto or the Consignment is a cash transaction. For cash transactions, payment will be required by the Carrier on Carrier's collection or acceptance of the Consignment unless otherwise agreed in writing. If the Trader has opened an account with the Carrier, the Carrier shall submit invoices to the Trader weekly or monthly, and the Trader shall be obliged to settle such invoices not later than the last working day of the calendar month following that in which the invoice was first issued.
- (ii) The Carrier's charges for carriage, including any applicable Surcharge (and services incidental thereto) shall be payable by the Trader without prejudice to the Carrier's rights against the Consignee or any other person. The Carrier shall only accept "carriage forward" or "paid on" Consignments by prior written arrangement in which event the Trader shall be required to pay such charges if the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- (iii) Unless otherwise agreed in writing by the Carrier, all Consignments are charged at their actual gross weight unless a Consignment is not a Conveyable Item in which case the Carrier may charge a Surcharge.
- (iv) The Trader shall not be entitled to defer or withhold payment of any money due or liabilities incurred to the Carrier by reason of having any claim or counterclaim or any alleged claim or counterclaim and the Trader shall not under any circumstances be entitled to any rights of setoff in relation thereto.
- (v) The Trader shall not be entitled to defer or withhold payment of monies due or liabilities incurred to the Carrier, notwithstanding the absence of, or any discrepancy in:
  - a. proof of delivery signed by the Consignee or their Nominee;

- b. proof of acceptance of the condition of the Consignment signed by the Consignee or their Nominee;
  - c. proof that the Consignment was delivered to the Address or any address provided by the Trader; or
  - d. a claim by the Consignee that the Consignment was not delivered in accordance with their instructions.
- (vi) The Carrier shall have a first specific lien on the Consignment for all the Carrier's charges referred to hereunder and shall have the same rights of sale in relation thereto as are set out under Condition 19 below.
  - (vii) In the event that the Carrier notifies the Trader within 48 hours of commencement of Transit of a discrepancy between the weight of the Consignment stated by the Trader on the relevant Consignment note or instructions and the actual weight of the Consignment, the Carrier reserves the right to levy a Surcharge equivalent to the difference between
    - (a) the charges payable on the basis of the actual weight of the Consignment and
    - (b) the charges payable on the basis of the weight stated by the Trader on the Consignment note, such Surcharge to be payable at the same time as the other charges relating to the Consignment. The Carrier shall hold any Consignment in respect of which notification has been given in accordance with this Condition at the depot where the discrepancy is discovered for a period of 48 hours after giving notification to the Trader and the Trader shall have the right to attend at the relevant depot during such 48 hour period to inspect the Consignment and verify the discrepancy advised by the Carrier failing which the Trader shall be deemed to have accepted the discrepancy.

#### Condition 5 – Value Added Tax

All charges exclude Value Added Tax. The Trader will indemnify the Carrier against any liability arising under the Value Added Tax Act 1972 as amended.

#### Condition 6 – Variation of Terms

- (a) The price at which the Carrier has agreed to deliver or procure the delivery of the Consignment is based on: -
  - (i) the warranties and indemnities given and accepted on the part of the Trader herein;

- (ii) the Carrier's cost of maintaining insurance cover against the Liabilities or its part assumed hereunder; and
  - (iii) the exclusion, limitations and restrictions of and on the Carrier's liability hereunder. The Carrier is prepared to negotiate a different price if the Trader requires any variation or amendment to these Conditions.
- (b) The Carrier reserves the right to modify these Terms and Conditions and the Surcharges Policy (together the "Terms") from time to time. It is the Trader's responsibility to regularly take notice of any changes we make. If the Carrier makes changes to the Terms, the Trader will be notified by email at least 14 days before the date the changes become effective. The Trader's continued use of the Carrier's services after the effective date of the amended Terms will constitute acceptance of the revised Terms. If you do not agree to the modified Terms, you should immediately notify the Carrier and cease using the Carrier's services.

#### Condition 7 – Restrictions

The following cannot be accepted:-

- (i) Goods under ATA carnet.
- (ii) FCR (Forwarders Certificate of Receipt), FCT (Forwarders Certificate of Transport), and cash against documents.
- (iii) Deliveries to PO Box Nos.
- (iv) Dangerous Goods as defined in Condition 1 above.

The following goods can be subject or cause to delay:-

- (i) Exhibition goods.
- (ii) Goods for customs clearance by agents other than those specified by the Carrier.
- (iii) Goods affected by other than usual customs regulations for certain types of goods.
- (iv) Any goods with incomplete or incorrect customs documentation.

#### Condition 8 – Packaging, Labelling, Size, and Dangerous Goods

- (i) The Trader warrants that each article comprised in the Consignment has been properly described to the Carrier and that the Consignment itself has

been properly marked, addressed, and packaged to ensure at all times safe storage and transportation with ordinary care and handling.

- (ii) Every Consignment shall be addressed and labelled using the Carrier's labels in accordance with the Carrier's requirements and shall be accompanied by the Carrier's Consignment note containing such particulars as the Carrier may reasonably request, including Consignee's contact details to enable Carrier to deliver to the Alternative Address (if different to the Address) and/or the Nominee.
- (iii) The Carrier reserves the right to refuse to accept any individual parcel or package sent by a Trader, which is a Non-Conveyable Item. The Carrier may accept a package, which is a Non-Conveyable Item where the Trader pays the applicable Surcharge.
- (iv) Except where the Carrier has agreed in writing, signed by a director of the Carrier, the Carrier does not contract to carry Dangerous Goods. If the Carrier agrees to accept Dangerous Goods for carriage, such goods must be accompanied by a full declaration in the required format of their nature, contents and the hazards presented (whether or not required by statute) and be properly and safely packed in accordance with any statutory regulations and industry standards in force applicable to the carriage of such goods including but not limited to the C.P.L. Regulations and British Toll Tunnels, Dangerous Traffic List Restrictions.
- (v) The Trader shall indemnify the Carrier against all costs, losses, damages, expenses or other liability whatsoever arising out of the carriage of any Dangerous Goods (whether declared as such or not and whether or not arising out of the non-compliance by the Trader with these Conditions) save insofar as the same arise out of the Carrier's own negligence in which case such liability shall be determined in accordance with these Conditions.
- (vi) The Carrier may at any time at the Trader's sole risk and expense return the whole or any part of the Dangerous Goods to the Trader or destroy or otherwise dispose of the whole or part thereof if the Carrier considers it necessary or advisable to do so.

#### Condition 9 – Receipts for Consignments

The Carrier shall, if so required, sign a document prepared by the Trader acknowledging receipt of the Consignment but no such document shall be evidence of the condition of the correctness of the declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

#### Condition 10 – Loading and Unloading

- (i) When collection or delivery does not take place at the Carrier's own premises, the Carrier shall not be under any obligation whatsoever to provide plant, power or labour which, in addition to the Carrier's own drivers, is required for loading or unloading. Any such plant or labour shall be provided at the sole risk and cost of the Trader who shall indemnify and keep the Carrier fully indemnified against all losses, liabilities, costs, damages, expenses, claims or actions suffered or incurred by the Carrier in respect of the provision or use of the same or any other matters relating thereto.
- (ii) Goods requiring special appliances for unloading are accepted for carriage only on condition that the Trader has duly ascertained from the Consignee that such appliances are available at the specified place of delivery or the Alternative Address.

#### Condition 11 – Unreasonable Detention

The Trader shall be liable to the Carrier for all costs, damages or expenses suffered by the Carrier in respect of unreasonable, abnormal or unusual detention of the Carrier's vehicles, containers and other things, which arise as a result of the nature, state, or packaging of the Consignment or any part thereof.

#### Condition 12 – Route

Unless otherwise agreed in writing, the method and route of transit shall be at the absolute and sole discretion of the Carrier.

#### Condition 13 – Transit

- (i) Transit shall commence when the Consignment is handed to the Carrier whether at the point of collection or (as the case may be) at the Carrier's premises.
- (ii) Transit shall (unless otherwise previously terminated) end when the Consignment is tendered at the Address, or where applicable the Alternative Address, at such times as may be agreed between the Carrier and the Trader, or as between the Carrier and the Consignee, provided that-
  - (a) if no safe and adequate access or no adequate unloading facilities there exist, and the Carrier has not been provided with specific access

or unloading instructions by Consignee, then Transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone, text message or email if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises in the relevant district has been sent to the Consignee; and

- o (b) where for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier to await order or "to be kept till called for" or upon any like instructions and such instructions are not given or the Consignment is not called for then Transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone, text message or email if so previously agreed in writing) of such fact has been sent to the Consignee.

#### Condition 14 – Undelivered or Unclaimed Items

After termination of Transit by reason of the Consignment being undelivered or unclaimed, unless otherwise agreed in writing, the Carrier will hold the Consignment as warehousemen (i.e. the Consignment will be stored as if Carrier's warehouse were storage hired by Trader) subject to its normal warehousing charges and conditions prevailing at the time and subject always to the Carrier's right of sale and Lien provided for in Condition 4 and Condition 19 hereof.

#### Condition 15 – Computation of Time

Where any period of seven days or less provided by these Conditions is computed, there shall be ignored any Sunday or Bank, or Public or other statutory holiday.

#### Condition 16 – Liability of Carrier

- (i) The Carrier will not knowingly accept any of the following for carriage and no insurance cover will be provided by the Carrier for same and further no liability will attach to the Carrier for same:- Explosives, radioactive materials, narcotics, firearms, paint, oil, Dangerous Goods, cash, bank drafts, acids, and the Carrier specifically excludes these goods in any form from its operation.
- (ii) The Carrier shall be liable for loss or damage to goods occasioned during Transit to the extent as set out in these Terms and Conditions, specifically at



Condition 17 hereunder, unless and to the extent that the same has been caused by, is due to, or has arisen from:-

- (a) the carriage of explosives, radioactive materials, poisonous gases, oxidising materials, narcotics, firearms, oil, paint, acid and Dangerous Goods;
  - (b) an act of God, force majeure or any other occurrence or cause beyond the control of the Carrier which prevent the Carrier from being able to perform its obligations under this Agreement, including extreme weather conditions, war, civil commotion, invasion, hostilities, riots and other occurrences;
  - (c) seizure, damage, confiscation, requisition or destruction under legal process or by or under the order of any governmental, local authority, or other public body;
  - (d) any act or omission of the Trader or (if not the Trader) the owner or owners of the goods comprised in a Consignment (or part thereof), including their respective servants or agents and anything done by the Carrier at the express request or direction of them;
  - (e) any act or omission of the Consignee or Nominee including their respective servants or agents and anything done by the Carrier at the express request or direction of them, or in trying to comply with their express request or direction;
  - (f) any inherent liability of consigned goods to wastage, either in bulk, weight or quality, any latent or inherent defects or natural deterioration of the goods;
  - (g) insufficient or improper packaging,
  - (h) insufficient or improper labelling or addressing (including Alternative Address instructions provided by the Consignee or their Nominee);
  - (i) industrial disputes, lock-outs and general or partial stoppages or restraints of labour of whatsoever nature;
  - (j) electrical or magnetic damage, erasure, x-ray or other similar damage to electronic or photographic images or recording in any form;
  - (k) damage or breakage of china, glass or similar objects or parts consisting of such material;
  - (l) inevitable loss due to the nature or type of goods consigned; and
  - (m) the dishonest actions of any of the Carrier's employees which were in contravention of the Carrier's instructions.
- (iii) Under no circumstances shall the Carrier be liable to the Trader in any event for
    - (a) loss of income;
    - (b) loss of profits;
    - (c) loss of interest;

- (d) loss of market;
- (e) loss of or damage to goodwill;
- (f) any wasted expenditure; or
- (g) any consequential loss, special damages or other indirect loss, howsoever arising, whether or not the Carrier knew or ought to have known that such losses or damages might be incurred.

## Condition 17 – Limitation of Liability

- (i) To the maximum extent possible, the Carrier's liability under or in connection with these Conditions, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited to whichever is the lower of the following amounts:-
  - (a) the replacement value of any goods or merchandise comprising all or part of the Consignment which are lost or damaged; or
  - (b) EUR €15 (fifteen euro) per kilogram in respect of any one Consignment, up to a maximum amount of EUR €1500 (one thousand five hundred euro) per Consignment.
- (ii) Any claim made by a Trader must be supported by such evidence of the value of the goods lost or damaged as the Carrier may require. In particular where the Trader has contracted with a third party for carriage of the goods the subject of the claim and has appointed the Carrier as its sub-contractor for such carriage, under no circumstances shall the sum paid by the Carrier to the Trader exceed the sum paid by the Trader to the relevant third party in respect of the lost or damaged goods, and the Trader shall accordingly provide the Carrier with the full details of the third party claim and settlement thereof.
- (iii) Additional insurance cover per Consignment up to a maximum of the amount stated in the standard pricing notice provided by the Carrier to the Trader from time to time will be provided by the Carrier where the Trader specifies that such cover is required by ticking the appropriate box provided for this purpose on the Carrier's Consignment note. The Trader will be liable to pay a supplementary charge for such cover per Consignment as detailed on the Carrier's rate schedule from time to time.
- (iv) Additional insurance cover is NOT available for Consignments which comprise or include bullion, currency, cheques, bills of exchange, postage stamps, precious metals, gold and silver articles, precious stones, jewellery, watches, antiques, works of art, furs, alcohol, dangerous drugs, Dangerous Goods, Livestock, plants and perishables or for damage resulting in their carriage.

- (v) The Trader shall procure that no Consignee, Nominee or party related to the Consignee or Nominee makes any claim, whether in contract, tort (including negligence), for breach of statutory duty or otherwise against the Carrier and/or any Sub-Processor(s) in relation to any aspect of delivery of a Consignment. The Trader shall indemnify and hold the Carrier harmless in respect of any losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liability, damages, compensation, expenses and/or professional costs and/or charges incurred by it and any Sub-Processor(s) in connection with any such claims.

#### Condition 18 – Time Limit for Claims

The Carrier shall not be liable for any loss, damage or other liability of whatsoever nature unless:-

- (a) the Trader notifies the Carrier in writing to Carrier's head office, quoting Consignment number, of an impending claim within seven days after termination of Transit (or in the case of a claim for non-delivery within seven days of the anticipated delivery date); and
- (b) the Carrier receives a completed claim form at Carrier's head office from the Trader within twenty one days after termination of Transit (or in the case of a claim for non-delivery within twenty one days of the anticipated delivery date). Provided that no claim shall be entertained by the Carrier nor shall any liability attach to it, unless all payments due to the Carrier from the Trader in respect of the delivery of the Consignment have been fully made.

#### Condition 19 – General Lien

The Carrier shall have a general lien against the Trader or the owner or owners of any goods comprised in any Consignment for any monies and other liabilities whatsoever due from the Trader or such owner or owners to the Carrier. If any such monies or liabilities are not paid or satisfied within a reasonable time, the Carrier shall be at liberty in its absolute discretion to sell any or all such goods as agent for the owner or owners thereof and to apply the proceeds towards payment or satisfaction of all such monies or Liabilities and all the expenses of any such sale and the Carrier shall, upon accounting to the Trader for the balance remaining (if any) of such proceeds after such application, be discharged from all liability whatsoever in respect of the Consignment. Failure to deliver within the specified time period due to exercise of the Carrier's lien shall not entitle the Trader or such owner or owners to withhold payment of any of the Carrier's charges.

## Condition 20 – Severance

If at any time any one or more of the provisions of these Conditions shall become or be declared invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## Condition 21 – Headings

The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.

## Condition 22 – Data Protection

For the purposes of these Conditions and the Carrier's processing of Personal Data in connection with the performance of the Services, the Carrier shall act as a Data Controller, as per the meaning of the Data Protection Regulation.

In providing its service to the Trader, the Carrier may process Personal Data. In processing Personal Data pursuant to these Conditions, the Carrier and the Trader will comply with their obligations under applicable Data Protection Law. To the extent that the Carrier processes Personal Data relating to a Consignee (the Consignee Personal Data), it will do so as a Data Controller.







As a Data Controller, the Carrier agrees to the following:

- (i) Data Transfers: The Carrier will not transfer any of the Consignee Personal Data or other information relating to Consignees outside of the EEA except on the written instruction or consent of the Trader. The Carrier shall not make such a transfer where, in the judgement of the Carrier, that transfer would constitute a breach of the Carrier's own obligations as a Data Processor and/ or Controller.
- (ii) Data Subject Rights: The Carrier agrees to provide reasonable assistance to the Trader, on written request setting out the scope of the assistance required, including taking appropriate and requested technical and organisational measures, having regard to the nature of the processing, to respond to requests by data subjects, exercising their rights under Chapter III of the GDPR.

- (iii) Assistance: The Carrier agrees to provide reasonable assistance to the Trader, on written request, setting out the scope of the assistance required, within such reasonable timescale as may be specified by the Trader, with compliance with the Trader's obligations pursuant to:
  - (a) Article 32 of the GDPR (Security);
  - (b) Articles 33 and 34 of the GDPR (Data Breach Notification);
  - (c) Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
  - (d) Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under these Conditions).
- (iv) Breach Notification: The Carrier and Trader shall notify the other without undue delay if they become aware of a Data Security Breach which shall involve data held by one or other or both of them and which is subject to these terms, and they shall include in such notification the applicable information referred to in Article 33 (3) of the GDPR.
- (v) Confidentiality: The Carrier will ensure that its Personnel who Process Consignee Personal Data under these Conditions are subject to obligations of confidentiality in relation to such Personal Data.
- (vi) Security: The Carrier shall, taking account of the factors identified in Article 32 (1) of the GDPR, implement appropriate technical and organisational measures to assure a level of security 32 33 appropriate to the risk to the security of Consignee Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Consignee Personal Data including as appropriate:
  - (a) the pseudonymisation and encryption of Personal Data;
  - (b) the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Supplier's systems used for such Processing, the Personal Data and the Services;
  - (c) the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
  - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (vii) Existing Sub-Processors: By entering the Contract, the Trader authorises the Carrier to engage its Existing Sub-Processors to Process the categories of Personal Data identified in (xv) of this Condition.
- (viii) New Sub-Processors: The Carrier shall give the Trader prior notice of the appointment of any New Sub-Processor, including details of the processing of Personal Data to be undertaken by such New Sub- Processor. The Trader shall not object to a New Sub-Processor provided that the Carrier has:
  - (a) carried out due diligence to ensure that such New Sub-Processor is capable of providing the level of protection for Personal Data required by this Condition 22; and

- (b) ensures that the arrangement between the Carrier and the New Sub-Processor is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this Condition 22.
- (ix) Sub-Processors: The Carrier shall remain fully liable to the Trader for Processing by any third party as if the Processing was being conducted by the Carrier.
- (x) Demonstrating Compliance: The Carrier shall, on written request setting out the nature of the information required, make available to the Trader all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Trader or another auditor mandated by the Trader.
- (xi) Termination/Expiry: On termination or expiry of a Contract (or at any other time on request by the Trader), the Carrier shall return or permanently erase, at the election of the Trader, all copies of the Consignee Personal Data received and/or processed by it unless European Union or Member State law requires retention of the Consignee Personal Data.
- (xii) The Trader shall indemnify the Carrier, without limit or exclusion, against any damages or claims incurred by the Trader or any of its Personnel, arising from or in connection with:
  - (a) any breach by the Trader of its obligations under this Condition 22 or the Data Protection law then in effect, as may be, and/or
  - (b) any act or omission of the Trader or its Personnel which causes the Carrier in any way to breach Data Protection Law.

(xiii) Control and Processing of Personal Data by the Carrier

<p><b>Subject Matter</b> </p> <p>Contact details for the Consignee processed in order to provide the Carrier's service and deliver items as required</p>	<p><b>Duration of Processing</b> </p> <p>For the minimum period provided by law or legitimate requirement, which may vary, pending on the data type concerned</p>	<p><b>Nature and Purpose of the Processing</b> </p> <p>Collection and delivery of the consignment, which is the subject matter of the contract</p> <p>Compliance with legal or regulatory obligations, including with regard to the collection and payment of duties, taxes and levies</p> <p>The exercise of legal rights by the Carrier, including, but not limited to, the defence of legal claims, suites or actions arising from the activity of any party</p>
<p><b>Categories of Data Subjects</b> </p> <p>Trader (if an individual)</p> <p>Trader's personnel</p> <p>Consignees</p> <p>Consignee Nominees</p>	<p><b>Types of Personal Data – Contact Details</b> </p> <p>Name, home or work landline number or mobile number, home or work postal address, personal or work email address.</p> <p>Any other information that the Data Subject may disclose for the purpose of effecting the delivery of a consignment.</p>	<p><b>Traders' Rights and Obligations</b> </p> <p>The Traders' rights and obligations are described in these Terms and Conditions (See Section 22 – Data Protection for reference)</p>

(xiv) Definitions: For the purpose of this Condition 22, the following definitions will apply:

- Damages means all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, fines, penalties and legal costs (calculated on a full indemnity basis), and all other professional costs and expenses) arising out of this Agreement or a cause of action in connection with the operation of this Agreement, including breach of contract, tort (including negligence) and any other common law, equitable or statutory cause of action.
- Data Controller has the meaning given to it in Data Protection Law.
- Data Processor has the meaning given to it in Data Protection Law.
- Data Protection Impact Assessment has the meaning given to it in Data Protection Law.
- Data Security Breach means any known potential or actual breach of the Minimum IS Requirements or any obligations or duties owed by the Data Processor to the Data Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data.
- Data Subject has the meaning given to it in Data Protection Law.
- Data Protection Law means the EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation including the GDPR, European Commission decisions, binding EU and national guidance and all national implementing legislation.
- Existing Sub-Processor means each third party, with which the Carrier has, on the date that the Contract is entered into, an agreement pursuant to which the third party will provide services involving the processing of Consignee Personal Data.
- New Sub-Processor means any third party other than an Existing Sub-Processor to which the Carrier wishes to delegate the processing of Consignee Personal Data GDPR means Regulation (EU) 2016/679 known as the General Data Protection Regulation.
- Personal Data has the meaning given to it in Data Protection Law.
- Personnel of a person means the officers, employees, agents and contractors (including subcontractors) of that person.
- Prior Consultation has the meaning given to it in Data Protection Law.
- Processing has the meaning given to it in Data Protection Law, and Processing will be construed accordingly.
- Regulator means any regulator or regulatory body (including the Office of the Data Protection Commissioner and its successor) to which the Data Controller is subject from time to time or whose consent, approval or authority is required so that the Data Controller can lawfully carry on its business.

- Sub-Processor(s) means Existing Sub-Processor(s) and/or New Sub-Processor(s).

#### Condition 23 – Governing Law

These Conditions and every Contract made pursuant thereto shall be governed by and construed in accordance with the Laws of Ireland and the Trader hereby submits to the exclusive jurisdiction of the Irish Courts.







INTERLINK IRELAND LIMITED  
T/A DPD Ireland

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Terms and Conditions of Carriage  
Republic of Ireland

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# INTERLINK IRELAND LIMITED Terms and Conditions of Carriage

## International (ROI)

INTERLINK IRELAND LIMITED (the "Carrier") accepts goods for carriage upon the terms and subject to the conditions set out below (the "Conditions"). Unless previously agreed in writing by a director of the Carrier who has express authority to do so:

- (i) no verbal, written or other addition, amendment, variation to these Conditions shall be effective;
- (ii) these Conditions supersede any other terms and/or conditions appearing elsewhere and shall prevail over and exclude any terms or conditions stipulated or incorporated or referred to by the Trader (as defined below) or his agents or any third party; and
- (iii) it shall be a precondition of the Carrier's accepting goods for carriage that the same is subject to these Conditions in all respects.

### Condition 1 - Definitions

In these Conditions, the following expressions shall have the meaning hereby respectively assigned to them, that is to say:-

"Address" means the address or point of delivery notified by the Trader to the Carrier and appearing on the Consignment note;

"Alternative Address" shall mean the Address or such subsequent alternative address or point of delivery notified by the Consignee or their Nominee to the Carrier, and accepted at the Carrier's discretion;

"Carrier" shall have the meaning assigned to it above and where the context so admits, include the Carrier's officers, servants or agents and also any other carrier or sub-contracting party whom the Carrier is authorised and permitted to use or engage under these Conditions;

"Consignee" shall mean the person or entity to which the Consignment is addressed;

"Consignment" shall mean goods in bulk or contained in one parcel or package or in any number of separate parcels or packages, in all cases sent at one time in one load from one address to an Address or Alternative Address, under a Contract;

"Contract" shall mean the contract of carriage subject to these Conditions, between the Trader and Carrier;

"Conveyable Item" shall mean an item, which can travel on the Carrier's automated conveyor system;

"Dangerous Goods" shall mean goods included in the list of dangerous goods as set out in the European Agreement Concerning the International Carriage of

Dangerous Goods by Road (the "ADR") and as defined by reference to restrictions in packing group I and II as per the ADR, and shall mean goods defined as dangerous, hazardous or harmful by reference to any other relevant legislation or regulations together with any amendments thereto (including the British Toll Tunnels, Dangerous Traffic List of Restrictions), or means goods which present a comparable hazard;

"Nominee" shall mean a person or entity nominated by Consignee to notify the Carrier of the Alternative Address and preferred delivery time and, where applicable to take delivery of the Consignment;

"Non-Conveyable item" shall mean an item that for any reason cannot travel on the Carrier's automated conveyor system including:

- Where the parcel dimensions exceeds 1200mm x 700mm x 700mm
- Where the parcel is not well packaged or has loose banding or strapping
- Where the parcel contents are not contained within the packaging – i.e. items protruding
- Where the parcel is not stable and prone to rolling while in motion
- Where fragile contents are not adequately packaged to mitigate against damage to yours and other parcels;

"Trader" shall mean a person or entity who contracts with the Carrier for the Carrier's services; "Transit" shall have the meaning set out in Condition 13; and "Surcharge" shall mean the additional charge as stated by notice in writing from the Carrier to the Trader from time to time.

## Condition 2 – Carrier is Not a Common Carrier

The Carrier is not a common carrier and will only accept goods for carriage on these Conditions.

## Condition 3 – Parties and Sub-Contracting

- (i) Where the Trader is not the owner of some or all of the goods in any particular Consignment, the Trader hereby warrants that it is for all purposes the lawful and duly authorised agent of the owner or owners thereof and that it hereby accepts these Conditions for itself and for and on behalf of any other person having any interest in the Consignment.
- (ii) The Carrier may employ and engage the services of any other carrier for the purposes of fulfilling the Contract (including any of the Carrier's own franchisees, agents and network members) and any such other carrier shall have the like power to sub-contract on like terms.

- (iii) The Carrier enters into the Contract for and on behalf of itself and its officers, servants, agents and sub-contractors all of whom shall be fully entitled to the benefits of the Contract and shall be under no liability whatsoever to the Trader or anyone claiming through it in respect of a Consignment in addition to or separately from that of the Carrier under the Contract.

#### Condition 4 – Carrier’s Charges

- (i) The Carrier shall not accept any Consignment under a Contract unless either the Trader has opened an account with the Carrier and is not in breach of any of the conditions or credit limits applicable thereto or the Consignment is a cash transaction. For cash transactions, payment will be required by the Carrier on Carrier's collection or acceptance of the Consignment unless otherwise agreed in writing. If the Trader has opened an account with the Carrier, the Carrier shall submit invoices to the Trader weekly or monthly, and the Trader shall be obliged to settle such invoices not later than the last working day of the calendar month following that in which the invoice was first issued.
- (ii) The Carrier's charges for carriage, including any applicable Surcharge (and services incidental thereto) shall be payable by the Trader without prejudice to the Carrier's rights against the Consignee or any other person. The Carrier shall only accept “carriage forward” or “paid on” Consignments by prior written arrangement in which event the Trader shall be required to pay such charges if the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- (iii) Unless otherwise agreed in writing by the Carrier, all Consignments are charged at their actual gross weight unless a Consignment is not a Conveyable Item in which case the Carrier may charge a Surcharge.
- (iv) The Trader shall not be entitled to defer or withhold payment of any money due or liabilities incurred to the Carrier by reason of having any claim or counterclaim or any alleged claim or counterclaim and the Trader shall not under any circumstances be entitled to any rights of setoff in relation thereto.
- (v) The Trader shall not be entitled to defer or withhold payment of monies due or liabilities incurred to the Carrier, notwithstanding the absence of, or any discrepancy in:
  - a. proof of delivery signed by the Consignee or their Nominee;
  - b. proof of acceptance of the condition of the Consignment signed by the Consignee or their Nominee;
  - c. proof that the Consignment was delivered to the Address or any address provided by the Trader; or

- d. a claim by the Consignee that the Consignment was not delivered in accordance with their instructions.
- (vi) The Carrier shall have a first specific lien on the Consignment for all the Carrier's charges referred to hereunder and shall have the same rights of sale in relation thereto as are set out under Condition 19 below.
- (vii) In the event that the Carrier notifies the Trader within 48 hours of commencement of Transit of a discrepancy between the weight of the Consignment stated by the Trader on the relevant Consignment note or instructions and the actual weight of the Consignment, the Carrier reserves the right to levy a Surcharge equivalent to the difference between
  - (a) the charges payable on the basis of the actual weight of the Consignment and
  - (b) the charges payable on the basis of the weight stated by the Trader on the Consignment note, such Surcharge to be payable at the same time as the other charges relating to the Consignment. The Carrier shall hold any Consignment in respect of which notification has been given in accordance with this Condition at the depot where the discrepancy is discovered for a period of 48 hours after giving notification to the Trader and the Trader shall have the right to attend at the relevant depot during such 48 hour period to inspect the Consignment and verify the discrepancy advised by the Carrier failing which the Trader shall be deemed to have accepted the discrepancy.

#### Condition 5 – Value Added Tax

All charges exclude Value Added Tax. The Trader will indemnify the Carrier against any liability arising under the Value Added Tax Act 1972 as amended.

#### Condition 6 – Variation of Terms

- (a) The price at which the Carrier has agreed to deliver or procure the delivery of the Consignment is based on: -
  - (i) the warranties and indemnities given and accepted on the part of the Trader herein;
  - (ii) the Carrier's cost of maintaining insurance cover against the Liabilities or its part assumed hereunder; and
  - (iii) the exclusion, limitations and restrictions of and on the Carrier's liability hereunder. The Carrier is prepared to negotiate a different

price if the Trader requires any variation or amendment to these Conditions.

- (b) The Carrier reserves the right to modify these Terms and Conditions and the Surcharges Policy (together the "Terms") from time to time. It is the Trader's responsibility to regularly take notice of any changes we make. If the Carrier makes changes to the Terms, the Trader will be notified by email at least 14 days before the date the changes become effective. The Trader's continued use of the Carrier's services after the effective date of the amended Terms will constitute acceptance of the revised Terms. If you do not agree to the modified Terms, you should immediately notify the Carrier and cease using the Carrier's services.

#### Condition 7 – Restrictions

The following cannot be accepted:-

- (i) Goods under ATA carnet.
- (ii) FCR (Forwarders Certificate of Receipt), FCT (Forwarders Certificate of Transport), and cash against documents.
- (iii) Deliveries to PO Box Nos.
- (iv) Dangerous Goods as defined in Condition 1 above.

The following goods can be subject or cause to delay:-

- (i) Exhibition goods.
- (ii) Goods for customs clearance by agents other than those specified by the Carrier.
- (iii) Goods affected by other than usual customs regulations for certain types of goods.
- (iv) Any goods with incomplete or incorrect customs documentation.

#### Condition 8 – Packaging, Labelling, Size, and Dangerous Goods

- (i) The Trader warrants that each article comprised in the Consignment has been properly described to the Carrier and that the Consignment itself has been properly marked, addressed, and packaged to ensure at all times safe storage and transportation with ordinary care and handling.
- (ii) Every Consignment shall be addressed and labelled using the Carrier's labels in accordance with the Carrier's requirements and shall be



accompanied by the Carrier's Consignment note containing such particulars as the Carrier may reasonably request, including Consignee's contact details to enable Carrier to deliver to the Alternative Address (if different to the Address) and/or the Nominee.

- (iii) The Carrier reserves the right to refuse to accept any individual parcel or package sent by a Trader, which is a Non-Conveyable Item. The Carrier may accept a package, which is a Non-Conveyable Item where the Trader pays the applicable Surcharge.
- (iv) Except where the Carrier has agreed in writing, signed by a director of the Carrier, the Carrier does not contract to carry Dangerous Goods. If the Carrier agrees to accept Dangerous Goods for carriage, such goods must be accompanied by a full declaration in the required format of their nature, contents and the hazards presented (whether or not required by statute) and be properly and safely packed in accordance with any statutory regulations and industry standards in force applicable to the carriage of such goods including but not limited to the C.P.L. Regulations and British Toll Tunnels, Dangerous Traffic List Restrictions.
- (v) The Trader shall indemnify the Carrier against all costs, losses, damages, expenses or other liability whatsoever arising out of the carriage of any Dangerous Goods (whether declared as such or not and whether or not arising out of the non-compliance by the Trader with these Conditions) save insofar as the same arise out of the Carrier's own negligence in which case such liability shall be determined in accordance with these Conditions.
- (vi) The Carrier may at any time at the Trader's sole risk and expense return the whole or any part of the Dangerous Goods to the Trader or destroy or otherwise dispose of the whole or part thereof if the Carrier considers it necessary or advisable to do so.

#### Condition 9 – Receipts for Consignments

The Carrier shall, if so required, sign a document prepared by the Trader acknowledging receipt of the Consignment but no such document shall be evidence of the condition of the correctness of the declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

#### Condition 10 – Loading and Unloading

- (i) When collection or delivery does not take place at the Carrier's own premises, the Carrier shall not be under any obligation whatsoever to provide plant, power or labour which, in addition to the Carrier's own drivers,

is required for loading or unloading. Any such plant or labour shall be provided at the sole risk and cost of the Trader who shall indemnify and keep the Carrier fully indemnified against all losses, liabilities, costs, damages, expenses, claims or actions suffered or incurred by the Carrier in respect of the provision or use of the same or any other matters relating thereto.

- (ii) Goods requiring special appliances for unloading are accepted for carriage only on condition that the Trader has duly ascertained from the Consignee that such appliances are available at the specified place of delivery or the Alternative Address.

#### Condition 11 – Unreasonable Detention

The Trader shall be liable to the Carrier for all costs, damages or expenses suffered by the Carrier in respect of unreasonable, abnormal or unusual detention of the Carrier's vehicles, containers and other things, which arise as a result of the nature, state, or packaging of the Consignment or any part thereof.

#### Condition 12 – Route

Unless otherwise agreed in writing, the method and route of transit shall be at the absolute and sole discretion of the Carrier.

#### Condition 13 – Transit

- (i) Transit shall commence when the Consignment is handed to the Carrier whether at the point of collection or (as the case may be) at the Carrier's premises.
- (ii) Transit shall (unless otherwise previously terminated) end when the Consignment is tendered at the Address, or where applicable the Alternative Address, at such times as may be agreed between the Carrier and the Trader, or as between the Carrier and the Consignee, provided that-
  - (a) if no safe and adequate access or no adequate unloading facilities there exist, and the Carrier has not been provided with specific access or unloading instructions by Consignee, then Transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone, text message or email if so previously agreed in writing) of

the arrival of the Consignment at the Carrier's premises in the relevant district has been sent to the Consignee; and

- o (b) where for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier to await order or "to be kept till called for" or upon any like instructions and such instructions are not given or the Consignment is not called for then Transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone, text message or email if so previously agreed in writing) of such fact has been sent to the Consignee.

#### Condition 14 – **Undelivered or Unclaimed Items**

After termination of Transit by reason of the Consignment being undelivered or unclaimed, unless otherwise agreed in writing, the Carrier will hold the Consignment as warehousemen (i.e. the Consignment will be stored as if Carrier's warehouse were storage hired by Trader) subject to its normal warehousing charges and conditions prevailing at the time and subject always to the Carrier's right of sale and Lien provided for in Condition 4 and Condition 19 hereof.

#### Condition 15 – **Computation of Time**

Where any period of seven days or less provided by these Conditions is computed, there shall be ignored any Sunday or Bank, or Public or other statutory holiday.

#### Condition 16 – **Liability of Carrier**

- (i) The Carrier will not knowingly accept any of the following for carriage and no insurance cover will be provided by the Carrier for same and further no liability will attach to the Carrier for same:- Explosives, radioactive materials, narcotics, firearms, paint, oil, Dangerous Goods, cash, bank drafts, acids, and the Carrier specifically excludes these goods in any form from its operation.
- (ii) The Carrier shall be liable for loss or damage to goods occasioned during Transit to the extent as set out in these Terms and Conditions, specifically at Condition 17 hereunder, unless and to the extent that the same has been caused by, is due to, or has arisen from:-

- (a) the carriage of explosives, radioactive materials, poisonous gases, oxidising materials, narcotics, firearms, oil, paint, acid and Dangerous Goods;
  - (b) an act of God, force majeure or any other occurrence or cause beyond the control of the Carrier which prevent the Carrier from being able to perform its obligations under this Agreement, including extreme weather conditions, war, civil commotion, invasion, hostilities, riots and other occurrences;
  - (c) seizure, damage, confiscation, requisition or destruction under legal process or by or under the order of any governmental, local authority, or other public body;
  - (d) any act or omission of the Trader or (if not the Trader) the owner or owners of the goods comprised in a Consignment (or part thereof), including their respective servants or agents and anything done by the Carrier at the express request or direction of them;
  - (e) any act or omission of the Consignee or Nominee including their respective servants or agents and anything done by the Carrier at the express request or direction of them, or in trying to comply with their express request or direction;
  - (f) any inherent liability of consigned goods to wastage, either in bulk, weight or quality, any latent or inherent defects or natural deterioration of the goods;
  - (g) insufficient or improper packaging,
  - (h) insufficient or improper labelling or addressing (including Alternative Address instructions provided by the Consignee or their Nominee);
  - (i) industrial disputes, lock-outs and general or partial stoppages or restraints of labour of whatsoever nature;
  - (j) electrical or magnetic damage, erasure, x-ray or other similar damage to electronic or photographic images or recording in any form;
  - (k) damage or breakage of china, glass or similar objects or parts consisting of such material;
  - (l) inevitable loss due to the nature or type of goods consigned; and
  - (m) the dishonest actions of any of the Carrier's employees which were in contravention of the Carrier's instructions.
- (iii) Under no circumstances shall the Carrier be liable to the Trader in any event for
    - (a) loss of income;
    - (b) loss of profits;
    - (c) loss of interest;
    - (d) loss of market;
    - (e) loss of or damage to goodwill;

- (f) any wasted expenditure; or
- (g) any consequential loss, special damages or other indirect loss, howsoever arising, whether or not the Carrier knew or ought to have known that such losses or damages might be incurred.

#### Condition 17 – Limitation of Liability

- (i) To the maximum extent possible, the Carrier's liability under or in connection with these Conditions, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited to whichever is the lower of the following amounts:-
  - (a) the replacement value of any goods or merchandise comprising all or part of the Consignment which are lost or damaged; or
  - (b) EUR €15 (fifteen euro) per kilogram in respect of any one Consignment, up to a maximum amount of EUR €1500 (one thousand five hundred euro) per Consignment.
- (ii) Any claim made by a Trader must be supported by such evidence of the value of the goods lost or damaged as the Carrier may require. In particular where the Trader has contracted with a third party for carriage of the goods the subject of the claim and has appointed the Carrier as its sub-contractor for such carriage, under no circumstances shall the sum paid by the Carrier to the Trader exceed the sum paid by the Trader to the relevant third party in respect of the lost or damaged goods, and the Trader shall accordingly provide the Carrier with the full details of the third party claim and settlement thereof.
- (iii) Additional insurance cover per Consignment up to a maximum of the amount stated in the standard pricing notice provided by the Carrier to the Trader from time to time will be provided by the Carrier where the Trader specifies that such cover is required by ticking the appropriate box provided for this purpose on the Carrier's Consignment note. The Trader will be liable to pay a supplementary charge for such cover per Consignment as detailed on the Carrier's rate schedule from time to time.
- (iv) Additional insurance cover is NOT available for Consignments which comprise or include bullion, currency, cheques, bills of exchange, postage stamps, precious metals, gold and silver articles, precious stones, jewellery, watches, antiques, works of art, furs, alcohol, dangerous drugs, Dangerous Goods, Livestock, plants and perishables or for damage resulting in their carriage.
- (v) The Trader shall procure that no Consignee, Nominee or party related to the Consignee or Nominee makes any claim, whether in contract, tort

(including negligence), for breach of statutory duty or otherwise against the Carrier and/or any Sub-Processor(s) in relation to any aspect of delivery of a Consignment. The Trader shall indemnify and hold the Carrier harmless in respect of any losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liability, damages, compensation, expenses and/or professional costs and/or charges incurred by it and any Sub-Processor(s) in connection with any such claims.

#### Condition 18 – Time Limit for Claims

The Carrier shall not be liable for any loss, damage or other liability of whatsoever nature unless:-

- (a) the Trader notifies the Carrier in writing to Carrier's head office, quoting Consignment number, of an impending claim within seven days after termination of Transit (or in the case of a claim for non-delivery within seven days of the anticipated delivery date); and
- (b) the Carrier receives a completed claim form at Carrier's head office from the Trader within twenty one days after termination of Transit (or in the case of a claim for non-delivery within twenty one days of the anticipated delivery date). Provided that no claim shall be entertained by the Carrier nor shall any liability attach to it, unless all payments due to the Carrier from the Trader in respect of the delivery of the Consignment have been fully made.

#### Condition 19 – General Lien

The Carrier shall have a general lien against the Trader or the owner or owners of any goods comprised in any Consignment for any monies and other liabilities whatsoever due from the Trader or such owner or owners to the Carrier. If any such monies or liabilities are not paid or satisfied within a reasonable time, the Carrier shall be at liberty in its absolute discretion to sell any or all such goods as agent for the owner or owners thereof and to apply the proceeds towards payment or satisfaction of all such monies or Liabilities and all the expenses of any such sale and the Carrier shall, upon accounting to the Trader for the balance remaining (if any) of such proceeds after such application, be discharged from all liability whatsoever in respect of the Consignment. Failure to deliver within the specified time period due to exercise of the Carrier's lien shall not entitle the Trader or such owner or owners to withhold payment of any of the Carrier's charges.

## Condition 20 – Severance

If at any time any one or more of the provisions of these Conditions shall become or be declared invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## Condition 21 – Headings

The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.

## Condition 22 – Data Protection

For the purposes of these Conditions and the Carrier's processing of Personal Data in connection with the performance of the Services, the Carrier shall act as a Data Controller, as per the meaning of the Data Protection Regulation.

In providing its service to the Trader, the Carrier may process Personal Data. In processing Personal Data pursuant to these Conditions, the Carrier and the Trader will comply with their obligations under applicable Data Protection Law. To the extent that the Carrier processes Personal Data relating to a Consignee (the Consignee Personal Data), it will do so as a Data Controller.

As a Data Controller, the Carrier agrees to the following:







- (i) Data Transfers: The Carrier will not transfer any of the Consignee Personal Data or other information relating to Consignees outside of the EEA except on the written instruction or consent of the Trader. The Carrier shall not make such a transfer where, in the judgement of the Carrier, that transfer would constitute a breach of the Carrier's own obligations as a Data Processor and/ or Controller.
- (ii) Data Subject Rights: The Carrier agrees to provide reasonable assistance to the Trader, on written request setting out the scope of the assistance required, including taking appropriate and requested technical and organisational measures, having regard to the nature of the processing, to respond to requests by data subjects, exercising their rights under Chapter III of the GDPR.

- (iii) Assistance: The Carrier agrees to provide reasonable assistance to the Trader, on written request, setting out the scope of the assistance required, within such reasonable timescale as may be specified by the Trader, with compliance with the Trader's obligations pursuant to:
  - (a) Article 32 of the GDPR (Security);
  - (b) Articles 33 and 34 of the GDPR (Data Breach Notification);
  - (c) Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
  - (d) Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under these Conditions).
- (iv) Breach Notification: The Carrier and Trader shall notify the other without undue delay if they become aware of a Data Security Breach which shall involve data held by one or other or both of them and which is subject to these terms, and they shall include in such notification the applicable information referred to in Article 33 (3) of the GDPR.
- (v) Confidentiality: The Carrier will ensure that its Personnel who Process Consignee Personal Data under these Conditions are subject to obligations of confidentiality in relation to such Personal Data.
- (vi) Security: The Carrier shall, taking account of the factors identified in Article 32 (1) of the GDPR, implement appropriate technical and organisational measures to assure a level of security 32 33 appropriate to the risk to the security of Consignee Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Consignee Personal Data including as appropriate:
  - (a) the pseudonymisation and encryption of Personal Data;
  - (b) the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Supplier's systems used for such Processing, the Personal Data and the Services;
  - (c) the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
  - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (vii) Existing Sub-Processors: By entering the Contract, the Trader authorises the Carrier to engage its Existing Sub-Processors to Process the categories of Personal Data identified in (xv) of this Condition.
- (viii) New Sub-Processors: The Carrier shall give the Trader prior notice of the appointment of any New Sub-Processor, including details of the processing of Personal Data to be undertaken by such New Sub- Processor. The Trader shall not object to a New Sub-Processor provided that the Carrier has:
  - (a) carried out due diligence to ensure that such New Sub-Processor is capable of providing the level of protection for Personal Data required by this Condition 22; and



- (b) ensures that the arrangement between the Carrier and the New Sub-Processor is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this Condition 22.
- (ix) Sub-Processors: The Carrier shall remain fully liable to the Trader for Processing by any third party as if the Processing was being conducted by the Carrier.
- (x) Demonstrating Compliance: The Carrier shall, on written request setting out the nature of the information required, make available to the Trader all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Trader or another auditor mandated by the Trader.
- (xi) Termination/Expiry: On termination or expiry of a Contract (or at any other time on request by the Trader), the Carrier shall return or permanently erase, at the election of the Trader, all copies of the Consignee Personal Data received and/or processed by it unless European Union or Member State law requires retention of the Consignee Personal Data.
- (xii) The Trader shall indemnify the Carrier, without limit or exclusion, against any damages or claims incurred by the Trader or any of its Personnel, arising from or in connection with:
  - (a) any breach by the Trader of its obligations under this Condition 22 or the Data Protection law then in effect, as may be, and/or
  - (b) any act or omission of the Trader or its Personnel which causes the Carrier in any way to breach Data Protection Law.

(xiii) Control and Processing of Personal Data by the Carrier

<p><b>Subject Matter</b> </p> <p>Contact details for the Consignee processed in order to provide the Carrier's service and deliver items as required</p>	<p><b>Duration of Processing</b> </p> <p>For the minimum period provided by law or legitimate requirement, which may vary, pending on the data type concerned</p>	<p><b>Nature and Purpose of the Processing</b> </p> <p>Collection and delivery of the consignment, which is the subject matter of the contract</p> <p>Compliance with legal or regulatory obligations, including with regard to the collection and payment of duties, taxes and levies</p> <p>The exercise of legal rights by the Carrier, including, but not limited to, the defence of legal claims, suites or actions arising from the activity of any party</p>
<p><b>Categories of Data Subjects</b> </p> <p>Trader (if an individual)</p> <p>Trader's personnel</p> <p>Consignees</p> <p>Consignee Nominees</p>	<p><b>Types of Personal Data – Contact Details</b> </p> <p>Name, home or work landline number or mobile number, home or work postal address, personal or work email address.</p> <p>Any other information that the Data Subject may disclose for the purpose of effecting the delivery of a consignment.</p>	<p><b>Traders' Rights and Obligations</b> </p> <p>The Traders' rights and obligations are described in these Terms and Conditions (See Section 22 – Data Protection for reference)</p>

(xiv) Definitions: For the purpose of this Condition 22, the following definitions will apply:

- Damages means all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, fines, penalties and legal costs (calculated on a full indemnity basis), and all other professional costs and expenses) arising out of this Agreement or a cause of action in connection with the operation of this Agreement, including breach of contract, tort (including negligence) and any other common law, equitable or statutory cause of action.
- Data Controller has the meaning given to it in Data Protection Law.
- Data Processor has the meaning given to it in Data Protection Law.
- Data Protection Impact Assessment has the meaning given to it in Data Protection Law.
- Data Security Breach means any known potential or actual breach of the Minimum IS Requirements or any obligations or duties owed by the Data Processor to the Data Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data.
- Data Subject has the meaning given to it in Data Protection Law.
- Data Protection Law means the EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation including the GDPR, European Commission decisions, binding EU and national guidance and all national implementing legislation.
- Existing Sub-Processor means each third party, with which the Carrier has, on the date that the Contract is entered into, an agreement pursuant to which the third party will provide services involving the processing of Consignee Personal Data.
- New Sub-Processor means any third party other than an Existing Sub-Processor to which the Carrier wishes to delegate the processing of Consignee Personal Data GDPR means Regulation (EU) 2016/679 known as the General Data Protection Regulation.
- Personal Data has the meaning given to it in Data Protection Law.
- Personnel of a person means the officers, employees, agents and contractors (including subcontractors) of that person.
- Prior Consultation has the meaning given to it in Data Protection Law.
- Processing has the meaning given to it in Data Protection Law, and Processing will be construed accordingly.
- Regulator means any regulator or regulatory body (including the Office of the Data Protection Commissioner and its successor) to which the Data Controller is subject from time to time or whose consent, approval or authority is required so that the Data Controller can lawfully carry on its business.

- Sub-Processor(s) means Existing Sub-Processor(s) and/or New Sub-Processor(s).

#### Condition 23 – Governing Law

These Conditions and every Contract made pursuant thereto shall be governed by and construed in accordance with the Laws of Ireland and the Trader hereby submits to the exclusive jurisdiction of the Irish Courts.

