

Dynamic Dox Limited, trading at Unit 16, Trident Industrial Estate, Blackthorne Road, Colnbrook, Berkshire SL3 0AX (“we”, “us” “our”) will supply the Services, as defined in the terms and conditions (“Conditions”) below:

All Customers agree to use the Services and Carnets strictly subject to these Conditions. Any use of the Services and/or a Carnet (or Carnets) by a Customer shall signify an acceptance by them to be bound by and act in accordance with these Conditions.

1.INTERPRETATION

1.1. In these Conditions the following words shall have the following meanings:

“Carnet” means the ATA Carnet issued under the related International Convention, which we supply to Customers as part of our Services;

“Chamber” means the London Chamber of Commerce and Industry;

“Customer” means any of our customers who ask us to supply the Services, or any part of the Services;

“Equipment” means any article(s) of equipment, which Customers require the Carnet in respect of;

“Fees” means our fees for providing the Services as set out in clause 5;

“Information and Rules” means all information and rules supplied, or made available by us, the Chamber, any of our agents, or the Chamber’s agents, whether verbally, in writing or otherwise that relate in any way to the Services or to the Carnets;

“Order” means your request for us to provide the Services in consideration of the Fees;

“Services” means the supply of a Carnet or Carnets to Customers, for use with Equipment and the provision of information in relation to the Carnet(s);

“Security” means the security to be provided by us to the Chamber in relation to the Carnet(s);

1.2. Headings used in these Conditions are for convenience only and shall not affect their interpretation.

1.3. These Conditions cannot be varied unless agreed in writing.

1.4. References to the singular shall include the plural and vice versa.

2. THE SERVICES

2.1. We will not be obliged to accept any Order placed by Customers.

2.2. If we accept an Order we will use reasonable skill and care to provide the Services.

2.3. Whilst we have expertise in providing the Services, we can not make any guarantee about the effectiveness of any Carnets in helping to transport any Customer’s Equipment to the desired destinations. Carnets may not be effective if they are not used strictly in accordance with the Information and Rules, even when Carnets are used correctly, they may not be effective, if for example Customs Officers, or other relevant third parties from around the world, process the Carnets incorrectly and in this regard we give no warranty.

3. CUSTOMER’S RESPONSIBILITIES

3.1. The Customer shall at all times (or shall procure that third parties shall at all times) use and complete the Carnet(s) strictly in accordance with the Information and Rules. To the extent that a Customer is not entirely clear about the use of the Carnet(s) in any way, it is

the responsibility of the Customer to seek the necessary guidance from us, or where appropriate from the Chamber.

3.2. In order to assist the Customer in complying with clause 3.1 above, the Customer shall ensure that all individuals who are in possession of the Carnet at any time:

3.2.1. are fully aware of the Customer's obligations under these Conditions; and

3.2.2. comply with these Conditions as if they were the Customer.

3.3. The Customer agrees that they are entirely responsible for the acts or omissions of all individuals, who are at any time in possession of the Carnet(s).

3.4. The Customer shall give us notice as soon as reasonably practicable of any problems that they may encounter in relation to the use of the Carnet, or the use of the Services in general and shall at the same time provide us with all information in relation to the problem. The issue of the Carnet does not absolve the Customer from complying with any applicable legislation or rules, for example but not limited to, export licences, criminal law, or the need for firearm certificates, which shall be the responsibility of the Customer.

3.5. The Customer shall be entirely responsible for the Equipment and the Customer warrants that they and all of the Equipment comply with all laws, regulations, codes of practice and any other relevant rules that may affect the Customer and/or the Equipment during their respective journeys.

3.6. The Customer agrees to comply with all reasonable instructions that we or where relevant, the Chamber may give to them.

3.7. The Customer shall return the Carnet to us duly completed immediately after use but at the latest within 12 months from the date of issue. In order to complete the return of the Carnet(s) to us, we must be in receipt of the Carnet(s). If the Carnet is sent, Customers shall send it by registered post and if the Carnet is returned by hand, the person returning it must sign our Carnet Register and must collect a receipt from us, as evidence of our acceptance of the Carnet. The Customer must be able to supply a valid receipt if it wants to show that a Carnet has been returned to us.

3.8. The Customer shall ensure that they have in place appropriate insurance protection for all losses, costs, or expenses, that may arise from any misuse, delay or failure of a Carnet. For example, for losses flowing from the Customer's delay or failure to take Equipment to the intended destination, which is caused in any way by a Carnet or the lack of a Carnet.

4. SECURITY AND INDEMNITY

4.1. In order to use a Carnet, the Chamber requires the provision of Security, in order to guarantee any payments they are required to make to foreign authorities.

4.2. As part of the Services we shall provide the required Security to enable Customers to use the Carnet(s). In order to provide this as part of the Services, we require all Customers to indemnify us, as set out in clause 4.3 below. We are not released from the Security in relation to each Carnet until that particular Carnet has been returned to the Chamber duly completed and is officially released by the Chamber, or until 33 months has expired from the date of issue of the Carnet.

4.3. The Customer agrees to indemnify us for all losses, liabilities, costs, fees, payments and expenses that relate in any way to the Customer and/or to their relevant Carnet(s) and in particular, that relate to any claim made by the Chamber (including any claim made by a foreign Customs Authority via the Chamber) in relation to the Customer and/or their relevant Carnet(s). Furthermore, the Customer agrees to indemnify us for all losses, liabilities, costs,

fees, payments and expenses, that relate in any way to any breach by the Customer of any of these Conditions.

5. FEES

5.1. The Customer will pay the Fees as set out in the invoice. Payment of the Fees shall be made by the Customer within 30 days of the date of the invoice. Payment of the Fees shall not be made until received by us in cleared funds.

5.2. If the cost of providing the Services increases for any reason, we may give notice of an increase of the Fees to our Customers. If a Customer does not accept the increase, they can cancel the Order and we shall have no obligation to provide the Services. In such circumstances, the Customer shall reimburse us for any costs or expenses incurred by us in relation to such Customer.

5.3. If at any stage, the Customer uses a Carnet outside of the scope of their Order, for example for a longer period or in respect of different destinations, we reserve the right to amend the Fees and the Customer agrees to pay for any shortfall as notified by us within 30 days of the date of invoice in relation to such shortfall.

5.4. The Fees and any additional charges payable under these Conditions are stated exclusive of VAT which shall be paid by Customers in addition and at the appropriate rates.

5.5. Without prejudice to all of our rights or remedies in the event of any later payment by a Customer under these Conditions we reserve the right to:

5.5.1. charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; or

5.5.2. suspend or terminate the provision of the Services in relation to such Customer.

6. DELIVERY

6.1. We will use reasonable endeavours to deliver Carnets on or before any estimated delivery dates. Furthermore, we will use reasonable endeavours to carry out any other actions by any estimated dates. However, time in relation to all such estimated dates shall not be of the essence.

6.2. We shall in no event be liable to Customers for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay or failure in delivery of any Carnets, or any other obligations under these Conditions.

7. INTELLECTUAL PROPERTY

7.1. Nothing in these Conditions assigns any ownership in any way of any intellectual property rights that may exist in any Carnet, or any other part of the Services. All such intellectual property rights are owned by the Chamber, by us, or by our respective licensors as appropriate. Customers shall therefore not copy or modify the Carnets.

8. WARRANTY

8.1. These Conditions govern the entire agreement between us and the Customer to the exclusion of all others, insofar as permitted by Law. Except as set out in these Conditions, no variation, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

9. LIMITATION OF LIABILITY

9.1. All Customers acknowledge that we are only able to offer the Services on the basis of the following limitations and exclusions of liability. We have in place certain insurance protection in relation to our business but we cannot know what losses our Customers may suffer as we do not know the extent and workings of their business. It is therefore the responsibility of Customers to ensure that they have adequate insurance in place to protect them in the event that the Services, for whatever reason fail. We are only able to offer our Fees on the basis of the limitations and exclusions of liability as set out below.

9.2. This clause 9 prevails over all other clauses in these Conditions and sets forth our entire liability to Customers in respect of the performance, non-performance, purported performance or delay in performance of the Services and any breach of these Conditions in general.

9.3. Nothing in these Conditions shall limit or exclude liability for death or personal injury caused by our negligence.

9.4. We shall in no event be liable for any loss of profits; loss of contracts; loss of use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss. All such liability is excluded whether foreseeable, known or otherwise and the exclusions shall all apply, whether such losses are direct, indirect, consequential or otherwise.

9.5. Subject to clause 9.3, our liability in contract, tort (including negligence or breach of statutory duties) misrepresentation or otherwise shall in no circumstances exceed the sum of the Fees payable by the Customer, in relation to the relevant Carnet. If such limitation is considered to be unreasonable by a court or body with competent jurisdiction, such liability shall be limited to the amount received by us from our insurance provider in relation to the Customer's claim.

9.6. We shall in no event be liable to any Customer to the extent that any loss or damage suffered is in any way a result of any breach by such Customer of any provision of these Conditions.

10. TERMINATION

10.1. Without prejudice to any other provisions of these Conditions, we may terminate any agreement formed under these Conditions immediately on written notice:

10.1.1. if a Customer commits any material breach of any provision of these Conditions and if such breach is capable of being remedied the same shall not have been so remedied within 30 days after receipt of written notice requiring the same to be remedied;

10.1.2. if a Customer makes a voluntary arrangement under Part I of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) or makes or proposes any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or enters into administration or is the subject of an administration order under the Insolvency Act 1986 or the Enterprise Act 2002; or shall enter into administrative receivership; or is the subject of a resolution for voluntary winding up otherwise than for the purpose of amalgamation or reconstruction when solvent; or has a winding-up order made against it; or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or has an encumbrancer taking possession of any of its assets; or ceases to or threatens to cease to exist; or if in relation to the Customer there occurs in any jurisdiction any event or process (by whatever name called) equivalent, or similar, to any event or process

mentioned in this clause 10.1.2.

10.2. Termination of an agreement shall not affect any accrued rights or liabilities of either party or affect the coming into force or the continuance in force of any provision of these Conditions, which is expressly or by implication intended to come into or continue in force on or after such termination, for example the indemnity given in clause 4.3. On termination howsoever caused, the Customer shall immediately return the Carnet or Carnets to us, as prescribed by clause 3.7. Upon termination, we shall have no further obligations to the Customer in relation to these Conditions.

11. FORCE MAJEURE

11.1. We shall not be liable to Customers for any delay or non-performance of our obligations under these Conditions arising from any cause or causes beyond our reasonable control including, without limitation, any of the following; act of God, governmental act, war, fire, flood, infrastructure failure, failure of any third party, power failure, explosion, or civil commotion.

12. NOTICES

12.1. All notices to be given under these Conditions shall be in writing and shall either be delivered personally or sent by first class, or airmail, prepaid post, or facsimile transmission and shall be deemed duly served:

12.1.1. in the case of a notice delivered personally, at the time of delivery;

12.1.2. in the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch;

12.1.3. in the case of a notice sent overseas by airmail, 7 business days (being business days in the place to which the notice is dispatched) after the date of dispatch: and

12.1.4. in the case of facsimile transmissions, if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day provided (in each case) that a confirmatory copy is sent by first class prepaid post or by hand by the end of the next business day. Each notice shall be addressed to our address set out in these Conditions or, to such other address as we shall have previously notified to the sender.

13. ASSIGNMENT

13.1. Customers may not assign or transfer any rights, licences or obligations under these Conditions without our prior written approval.

14. ENTIRE AGREEMENT

14.1. Any agreement formed under these Conditions supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of such agreement. The parties confirm that they have not entered into any agreement on the basis of any representation that is not expressly incorporated (or appropriately referred to) in these Conditions.

15. SEVERANCE

15.1. If any provision of these Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from any agreement formed under these Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Conditions and shall not in any way affect any other circumstances, or the validity, or enforcement of these Conditions.

16. WAIVER

16.1. No delay, neglect or forbearance on the part of either party in enforcing against the other party any provision of these Conditions shall either be or be deemed to be a waiver, or in any way prejudice any right of that party under these Conditions. No right, power or remedy in these Conditions conferred upon or reserved for either party is exclusive of any other right, power, or remedy available to that party.

17. RIGHTS OF THIRD PARTIES

17.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions except to the extent that any provision of these Conditions expressly provides to the contrary.

18. APPLICABLE LAW AND JURISDICTION

18.1. These Conditions shall be governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction in relation to any dispute in relation to these Conditions.