

**GENERAL TERMS AND CONDITIONS
AND SPECIFIC
ON-LINE SALE SERVICES TERMS
Applicable as of 27th of November, 2018**

1. Definitions

Account means the relevant section of the Website containing the information provided by the users/Customer registering on the Site where the Customer can view, at any time (using equipment connected to a suitable internet connection and by entering Customer's e-mail address and password), the status of all the Customer's Orders. If the user / Customer personalizes his / her Account, the Account also includes the user's/Customer's profile.

The Service Provider shall configure the section "**Origin Country**" in the Customer's Account based on the information provided by the user upon the registration. The Customer must use exactly the same information when completing any purchase process on a Third Party website. The Service Provider shall not be liable for any errors in the "**Origin Country**" section which are the fault of the Customer, including when, due to such errors / omissions or for any other reason, the Parcel fails to reach the Origin Country Shopping Address, or fails to be tracked against the Customer. The Customer must also use the Account for ordering Return Mandate Services.

Ancillary Services means any services that do not fall under the definition of Services in these Terms and Conditions, but that can be provided additionally by the Service Provider at the request of the Customer.

Applicable tariffs means the Prices payable for the provision of the Services.

Chargeable weight means the weight of the Parcel/Returned Parcel that determines the Price of the Parcel/Returned Parcel.

Contract / Distance Contract means the contract between the Service Provider and the Customer for the provision of Services under these Terms and Conditions.

Customer means any User (either a natural person of at least 18 years old or legal entity organized and existing according to the laws of its home country) who (a) registers with the Website; and (b) places an Order and enters into a Distance Contract according to these Terms and Conditions.

Destination Country – is The United States of America ("USA"), where the Destination Warehouse is located and where the Service Provider either hands the parcel over to the Client or prepares Returned Parcels for Return Mandate Services.

Destination Warehouse means the location in the USA where the Service Provider (i) for Initial Mandate Services, stores the Parcel until the Customer indicates in his / her Account what the Handing Over Point is, or (ii) for Return Services Mandate, prepares the Returned Parcel for its return.

ESWD Customer Code means an unique code in the “**ESWD XXXXXXXX**” or “**Eshop XXXXXXXX**” form, assigned by the Service Provider to each Customer upon registration on the Website. The ESWD Customer Code must be used by the Customer when placing an Order.

For illustrative purposes only, below is an example of how the ESWD Customer Code and the Origin Country Shopping Address must be completed by the Customer when placing an Order for Initial Mandate Services:

Name Surname: e.g. Daniela Popescu

Address Line 1: e.g. Eshop 12345678

Address Line 2: e.g. 700 Avenue West, Skyline 120

Town/City: e.g. Great Notley, Braintree

County: e.g. Essex

Postcode / ZIP code: e.g. CM77 7AA

Country: e.g. United Kingdom

Telephone: e.g. + 44 2035144847 [*i.e.* the telephone number assigned at the Origin Country Delivery Address]

For the avoidance of doubt, the Customer understands and accepts that he must provide the correct ESWD Customer Code when purchasing Products on a Third Party Website. The Service Provider is not liable for any failure arising as a result of the Customer’s failure to provide the correct ESWD Code.

When placing an Order for Return Mandate Services, the Customer must select in his / her Account the Parcel that was previously delivered under the Initial Mandate Services. The Parcel will be designated a Returned Parcel and this information will be automatically sent to the Service Provider.

Handing Over Point means the location where the Parcel is handed to the Customer or his / her authorised representative and can be one of the following: (i) the Destination Warehouse (including a pick-up point set-up by the Service Provider at the Destination Warehouse); or (ii) specific address provided by the Customer in the Account or by other means (if available); or (iii) another pick-up-point provided by the Service Provider.

Intermediary Warehouse means the location where the Service Provider provides any specific operations necessary for intercontinental Initial Mandate Services, *i.e.* storage and/or consolidation and/or customs formalities for Parcels where the Origin Country is located outside the European Union or the Customs Union or in a different continent to where the Destination Warehouse is located. For the avoidance of doubt, the Intermediary Warehouse is decided solely by the Service Provider.

Order means (i) for Initial Mandate Services, an order placed on the website of a Third Party, in which the Client informs the Third Party that the Origin Country Shopping Address is the delivery address for

that Parcel, or (ii) for Return Mandate Services, an order placed, directly in the Account for Return Mandate Services with respect to a Returned Parcel.

Origin Country means each of the countries where the Service Provider has an Origin Warehouse.

Origin Country Shopping Address/Origin Country Delivery Address means the address in the Origin Country where the Service Provider assumes responsibility for the Parcel; the Origin Country Shopping Address is provided by the Service Provider.

Origin Warehouse means the warehouse located in the Origin Country where the Service Provider stores the Parcel/Returned Parcel that has reached the Origin Country Delivery Address.

Parcel means any package that reaches the Origin Country Shopping Address pursuant to an Order and complies with the requirements for Parcels under these Terms and Conditions and in relation to which the Service Provider and the Customer agree to exercise their rights and perform their obligations under the Contract for the provision of Initial Mandate Services.

Party or Parties means either both the Service Provider and the Customer or Service Provider or Customer.

EshopWedrop.com or the Service Provider means the limited liability company Inert Logistics LLC organised and functioning under the laws of the USA, with the address at 20 Danville Dr, Greenlawn, NY 11740, USA; EIN: 82-4046146.

Pick-up Point means the location where the Service Provider take possession of Returned Parcels and can be one of the following: (i) the Destination Warehouse (including a pick-up point set-up by the Service Provider at the Destination Warehouse); or (ii) an address in the Destination County provided by the Client in the Account. The Pick-up Point must meet the requirements under these Terms and Conditions.

Price means any amount payable by the Customer to the Service Provider for the provision of the Services in accordance with the provisions of the Annex of Applicable Tariffs of these Terms and Conditions.

Product means any movable assets for which the Order is placed, bought on a Third Party Website by the Customer, at his / her own liability and risk, representing the content of a Parcel/Returned Parcel. The Product must comply with all the requirements in these Terms and Conditions relating to contents of Parcels.

Returned Parcel means any package which is the object of an Order for Returned Services Mandate which reaches the Destination Warehouse and meets the requirements for Returned Parcels under these Terms and Conditions and in respect of which the Provider and the Client agree to perform the obligations under the Contract for Return Mandate Services.

Services has the meaning set out in in art. 3(a) of these Terms and Conditions.

Specific Terms means Section 3 of these Terms and Conditions.

Terms and Conditions means these Terms and Conditions and any and all Annexes attached to these Terms and Conditions, as amended from time to time.

Third Party means the owner of a website on which an order for a Product is placed for delivery to the Origin Country Shopping Address.

User means any person that accesses the Website whether or not such person sets up an Account or places an Order.

Volumetric weight means the weight of the Parcel / Returned Parcel calculated according to these Terms and Conditions and which may be used to calculate the Price in some circumstances which are set out in these Terms and Conditions.

Website means the website www.EshopWedrop.com, operated by the Service Provider.

2. General Information

2.1. The Service Provider is the limited liability company Inert Logistics LLC organised and functioning under the laws of the USA, with the address at 20 Danville Dr, Greenlawn, NY 11740, USA; EIN: 82-4046146.

2.2. The Website www.EshopWedrop.com is operated by Inert Logistics LLC. By visiting or using this Website any user confirms he accepts accept these Terms and Conditions.

PLEASE MAKE SURE YOU READ THESE TERMS AND CONDITIONS CAREFULLY AND ASK FOR CLARIFICATION IF NECESSARY BY CONTACTING [INSERT ADDRESS].

2.3. The Service Provider may modify the Terms and Conditions at any time without previously notifying the user / Customer. By continuing to use the Website or place Orders according to the new Terms and Conditions, the user / Customer confirms he accepts the amended Terms and Conditions.

EVERY TIME YOU WISH TO USE OUR SITE, PLEASE CHECK THESE TERMS AND CONDITIONS TO ENSURE YOU UNDERSTAND THE TERMS THAT APPLY AT THAT TIME.

2.4. Via the Website, the Service Provider shall provide the Users / Customers with accurate and updated information regarding the Services, information about any applicable promotions, the process for setting-up an Account, the process for concluding a Contract, the rights and obligations of the Users / Customers in relation to the Service Provider, third parties and other Users and Customers, and any other information that the Service Provider considers useful for Users / Customers.

USE OF THE WEBSITE

2.5. The User / Customer undertakes to use the Website solely to inform himself / herself about the Services and, as applicable, for registering on the Website and / or placing Orders for Services and/or using the Services. The User/Customer must ensure that he does not affect the normal operation of the Website. The Customer is solely responsible for all uses of the Website.

2.6. For the avoidance of doubt, all the graphics, pictures, static or moving images or multimedia on the Website are used for illustrative purposes only and the Service Provider accepts no responsibility for the accuracy or quality of such images.

2.7. The User / Customer understands and accepts that the Website may contain links or references to other websites managed by third parties (including to websites of Third parties) (**External Websites**). External websites will be subject to their own terms and conditions of use. The User / Customer understands and accepts that the Service Provider is not liable for the contents, products and services available on External Websites via links on the Website. The User / Customer accesses any External Websites at his / her risk.

2.8. The User / Customer understands and agrees that the Service Provider reserves the right, immediately and without prior notice, to restrict or block the access of the User / Customer to the Website, if the Service Provider considers that, due to the conduct or activity of the User / Customer, his / her actions may prejudice the Service Provider in any manner, including affecting the good name or reputation of the Service Provider, or affect the access and or use by other Users / Customers. In addition, the Service Provider may restrict or block a User / Customer's access to other websites, information or activities if the Service Provider becomes aware of the fact that such websites, information or activities are illegal or may breach the rights of a third party.

2.9. The User / Customer understands that the Service Provider is entitled to interrupt at any time, effective immediately and without prior notice, any activity on the Website.

2.10. In the event of an unusually large volume coming from an internet network, the Service Provider reserves the right to request the User / Customer to manually insert validation codes (in the form of a CAPTCHA or challenge response test) as a means of protecting the information on the Website against a possible abusive or illegal access.

2.11. Users / Customers who enter a personal e-mail address on the Website in the relevant section and expressly give consent to receive the newsletter (regardless of whether he / she has set-up an Account on the Website or not), will be sent newsletters to the e-mail address provided. The User can unsubscribe at any time, by accessing the relevant link specified in any newsletter communication received to the email address provided by the User/Customer. However, the User understands and agrees that, if he cancels the newsletter subscription, he is still bound by the Terms and Conditions.

For the purpose of this provision, *newsletter* is a means of information sent by e-mail, on a regular basis, regarding Services and / or the promotions made by the Service Provider. Newsletters may also refer to

promotions on Third Party websites and that these promotions may serve to encourage the User /Customer to utilise the Services. Newsletters are provided for information purposes only.

2.12. The User / Customer must keep the information provided on the Website confidential (e.g. on registration on the Website, when communicating by *blogging* through the Website, etc). The User / Customer is solely responsible for the consequences of any disclosure of such information to a third party for any reason and in any way. The Service Provider does not guarantee the functionality of the Website or that it will be error or virus-free. However, the Service Provider shall use reasonable endeavours to ensure the safety of its Website and of the systems used within the Website such that no foreseeable damage shall occur to the User / Customer due to the use of the Website and the Account.

2.13. The Service Provider owns all legal rights in relation to the graphics, the form, the means of presentation, as well as the whole content of the Website, and can unilaterally alter, at any time and without further notice, the content, the form, the presentation and / or the structure of the Website.

2.14. These Terms and Conditions, as well as any and all subsequent updated versions, shall be stored by the Service Provider and are accessible to the Users and the Customers on the Website any time.

2.15. The User / Customer is wholly responsible for ensuring the good standing and legality of any Third party website from which he / she purchases the Products.

YOU ARE ADVISED TO CHECK CAREFULLY THE TERMS OF SALE AND PRICES ON ANY THIRD PARTY WEBSITE.

3. Specific Terms for Online Sale of Services

(a) The Services

3.1. (1) Via the Website and in compliance with these Terms and Conditions (in particular the Specific Terms under this section), the User may become a Customer of the Service Provider and, in such capacity, expressly authorise the Service Provider, under the Distance Contract arising between the Parties under these Terms and Conditions, to do the following:

(i) receive the Parcel delivered by the Third party to the Origin Country Shopping Address in the name and on behalf of the Customer, in exchange for the Price in the Contract and in compliance with the limits of the mandate given to the Service Provider, in order for the Parcel to reach the Customer; or

(ii) hand-over a Returned Parcel, in the name and on behalf of the Customer, at the Origin Warehouse (and, if applicable, to the Third party located in the same country as the Origin Warehouse).

3.2. (1) The Service Provider shall take the following actions to complete an express mandate given by the Customer under a Distance Contract, according to art. 3.1 (i) above ("**Initial Mandate Services**"):

(i) Assume sole responsibility for the Parcel at the Origin Country Shopping Address provided by the Service Provider to the Customer.

PLEASE NOTE that the Service Provider shall only accept the Parcel at the Origin Country Shopping Address provided by the Service Provider under the Account. An address provided by the Customer is not acceptable.

Assuming responsibility for the Parcel means (a) to take possession of the Parcel; and (b) to check and verify the information on the label; (c) to measure and weigh the Parcel to determine the chargeable weight; (d) to photograph the Parcel or to provide a visual of the Parcel by other available means, *e.g.* by video recording etc.

By entering into the Distance Contract with the Service Provider, the Customer authorises the Service Provider, acting through its employees or sub-contractors, to perform any and all actions as may be required as set out above.

(ii) Store the Parcel in the Origin Warehouse in the name and on behalf of the Customer. Storage of a Parcel includes (a) provision of a suitable area for the storage of the Parcel (for the avoidance of doubt, such area shall not meet any special / unusual requirements regarding temperature and / or humidity and / or storage); and (ii) the fulfilment of all and any necessary formalities and / or actions (as may be required and reasonable considering the specific Parcel) to prepare the Parcel for the delivery of the Parcel by road to the Destination Warehouse. The same processes shall apply when the Parcel reaches an Intermediary Warehouse, as applicable.

(iii) Undertake customs formalities in the name and on behalf of the Customer (if applicable), in accordance with these terms;

(iv) Transport the Parcel (by road and usually through more than one country) to the Destination Warehouse, in the name and on behalf of the Customer. The same processes shall apply when the Parcel reaches an Intermediary Warehouse, as applicable.

(v) Store the Parcel in the Destination Warehouse. The Parcel shall be stored until pick-up or delivery of the Parcel;

(vi) Deliver the Parcel to the Customer. Delivery of the Parcel shall take place, at the choice of the Customer, either at (a) the Destination Warehouse; or (b) the address specifically provided by the Customer to the Service Provider for this purpose; or (c) at a Click-and-Collect point provided by the Service Provider. In the event of delivery of the Parcel to the Handing Over Point provided by the Customer (*i.e.*, for the clarity purposes, any address in the USA, other than Destination Warehouse), the delivery shall be undertaken by an authorized courier;

(vii) Provide information regarding the status of a Parcel (and / or of Services). The Customer shall be informed about the status of the Parcel (and / or Services) via the e-mail address indicated in the Account and / or by other means indicated by the Customer in the Account.

3.2 (2) The Service Provider shall take the following actions to complete an express mandate given by the Customer under a Distance Contract, according to art. 3.1 (ii) above (“**Return Mandate Services**”):

(i) Pick-up the Return Parcel at the Pick-Up Point in the USA;

(ii) Assume responsibility for the Parcel at the Destination Warehouse and prepare it for return, *i.e.* (a) taking effective possession of the Parcel, (b) checking and verifying the information on the label; (c) measuring the Parcel and establishing the chargeable weight, (d) validating the Parcel is a Returned Parcel, (e) photographing the Parcel or providing a visual of the Parcel by other available means, *e.g.* by video recording etc.);

(iii) Store the Parcel in the Destination Warehouse, in the name and on behalf of the Customer. Storage of the return Parcel shall include (a) provision of a suitable area for the storage of the Returned Parcel (for the avoidance of doubt, such area shall not meet any special / unusual requirements of temperature and / or humidity and / or storage); and (b) the fulfilment of all and any necessary formalities and / or actions (as may be required and reasonable considering the Returned Parcel) to prepare the Returned Parcel for its delivery back to the Origin Warehouse by road;

(iv) Transport (by road and usually through more than one country) the Returned Parcel, to the Origin Warehouse, in the name and on behalf of the Customer;

(v) Hand-over the Returned Parcel at the Origin Warehouse and store it, in the name and on behalf of the Customer;

(vi) On the Customer’s request, sending the Returned Parcel to the Third Party Address, through authorised personnel.

(vii) Provide information regarding status of the Returned Parcel (and / or Services). The Customer shall be informed about the status of the Returned Parcel (and / or Services) via the e-mail address provided in the Account and / or by other means provided by the Customer in the Account.

For the avoidance of doubt, no customs formalities are performed by the Service Provider on behalf and in the name of the Customer, with regard to Returned Parcels. Any such formalities, if required, must be performed by the Customer and the Customer hereby acknowledges and accepts this.

By entering into the Distance Contract with the Service Provider, the Customer authorises the Service Provider, acting through its employees or sub-contractors, to perform any and all actions as may be required as set out above.

3.2 (3) Under these Terms and Conditions, any reference to *Services* means a reference to the services described in (i) above (*i.e.* the Initial Mandate Services) or to the services described in (ii) above (*i.e.* the Return Mandate Services), detailed in article 3.1 (1) above, depending on the context.

3.2 (4) The Services (both the Initial Mandate Services and the Return Mandate Services) shall be generically referred to as the “**Services**”.

3.2 (5) For the avoidance of doubt, the Distance Contract concluded with respect to Return Mandate Services is distinct from the Distance Contract for Initial Mandate Services (and requires the payment of an additional Price).

3.2 (6) Unless otherwise expressly provided, the word *Parcel* shall be deemed as referring both to a *Parcel* and to a *Returned Parcel*.

3.3. (1) The Service Provider can provide ancillary services (the cost of which is included in the Price), e.g. consolidation of the Parcels in order to apply a discount, at the specific request of the Customer via his / her Account.

(2) The Service Provider may provide other specific services, ancillary to the Services (e.g. customs clearance procedure), as provided for in these Terms and Conditions.

(b) Service Prices

3.4. (1) For Initial Mandate Services, the Service Provider charges a Price (taking into account all the Services required to fulfil the respective Distance Contract) calculated by reference to:

- (i) Chargeable weight of the Parcel;
- (ii) the country in which the Origin Warehouse is located;
- (iii) the Handing Over Point;
- (iv) performance of any other chargeable operations under sub-section 3.7 of these Terms and Conditions.

3.4 (2) For Return Mandate Services, the Service Provider charges a Price (taking into account all Services required to fulfil the respective Distance Contract) calculated by reference to:

- (i) Chargeable weight of the Returned Parcel;
- (ii) if applicable, the completion of onward delivery services from the Origin Warehouse to the Third Party Address (referred to as “last mile delivery services”);
- (iii) the location of the Pick-Up Point;
- (iv) performance of any other chargeable operations under sub-section 3.7 of these Terms and Conditions.

PLEASE NOTE. Chargeable weight is, in most cases, equal to the mass of the Parcel (the physical or actual weight). However, if the volumetric weight exceeds the mass of the Parcel, the Chargeable weight can be determined based on the volume of the Parcel. If this is the case, the Price is determined by taking into consideration either the mass of the Parcel, or the volumetric weight, whichever is higher.

Volumetric weight expressed in kg for each Parcel is calculated according to the following formula:
(length (cm) x height (cm) x width (cm)) / 6,000

Volumetric weight expressed in lbs for each Parcel is calculated according to the following formula:
(length (inch) x height (inch) x width (inch)) / 166

As a general rule, the maximum dimensions of the sizes of each Parcel are 31 x 47 x 59 inches (with 59 inches being the maximum height) and the maximum allowed actual weight is 154 lbs or 70 kg. The maximum chargeable weight is 660 lbs or 300 kg for each Parcel and for each Consolidated Order.

However the Service Provider shall make available to the Users/Customers, on the Website, different limits from the ones stated above (*e.g.* lower limits, higher limits), as well as providing details of the Origin Countries where such different limits apply. Also, the Customer shall be informed on the Website/in his/her Account about any other limitations applicable at certain Origin Country Shopping Addresses and/or Destination Countries.

3.4 (3) The Prices of the Services (*i.e.* Applicable Tariffs) are set out in the Annex of these Terms & Conditions. For the avoidance of doubt, the Annex shall form an integral part of each Distance Contract.

3.5. (1) The following specifications regarding the Price are generally applicable [for Origin Countries that are member states of the European Union and/or of the Customs Union]:

- (i) All Prices are expressed in USD, sales tax (according to the applicable law) excluded;
- (ii) The Price includes all costs related to the performance of the contractual obligations undertaken by the Service Provider under the Contract, as described in sub-section 3.2 only;
- (iii) Prices are established on the basis that the Origin Country (and the address of the Origin Warehouse – for the return) is in a member state of the European Union and/or of the Customs Union or in any of the other states as presented on the Website; and
- (iv) The Return Mandate Services are provided with respect to a Parcel for which the Service Provider previously completed the Initial Mandate Services.

In the event that the country in which the Origin Country Shopping Address (or the Origin Warehouse) is located in states that ceases to be a member of the European Union and / or the member of the Customs Union, the Prices shall be subject to amendment, to reflect any eventual tariffs / duties regarding customs formalities, duties related to export / import, and other consequences of any legislative changes, based on the principles set under paragraph 3.5 (2).

Prices for customs formalities

3.5 (2) If the Origin Country Shopping Address (or the Origin Warehouse) is in a country outside the European Union and / or the Customs Union, the Prices shall be subject to amendment, to reflect any eventual tariffs / duties regarding customs formalities, duties related to export / import, and other related specific charges, in accordance with the applicable regulations, taking into account the following principles:

- Customs formalities shall be performed, as a rule, at the Destination Warehouse / Intermediary Warehouse, in accordance with the relevant legal provisions.

- The Service Provider must always be specifically authorised by the Customer to carry out customs formalities, as set out below.

- In order for the Service Provider to perform the customs formalities in the name and on behalf of the Customer (as owner of the Parcel), the Customer must follow the instructions received from the Service Provider on the Website and/or the Account and take all actions requested by the Service Provider, *i.e.* : the Customer must sign and upload in the Account a specific customs formalities mandate in favour of the Service Provider (based on the template provided by the Service Provider), the Customer must declare the contents of the Parcel, the Customer must upload a copy of the invoice for the Product bought from Third Parties, the Customer must upload the order for the Product evidencing the value paid for the Product, the Customer must authorise the Service Provider (if applicable) to make payments of the customs duties and/or import VAT and/or other import taxes, paying in advance (if requested by the Service Provider) the applicable customs duties and/or import VAT and/or other import taxes.

- The Customer hereby acknowledges and accepts that the customs formalities mandate to the Service Provider must follow the template provided by the Service Provider, including the language it is written in. The Customer hereby declares and warrants that the mandate represents his or her consent for the Service Provider to act on his or her behalf with regard to the customs formalities.

- The Customer shall, at his own expense, perform all such acts as may be required to fulfil the customs formalities. (*For example*, having the mandate translated, on his/her expense, into his/her language, before signing the version in the language of the customs formalities). Once he/she signs the mandate, the Customer shall indemnify the Service Provider against any claims, loss or damage arising from the Customer's failure to provide an effective mandate.

- Customers must sign a general mandate for customs formalities to be undertaken in each Destination Country for all formalities with regard to all Parcels to be performed by the Service Provider in the name and on behalf of the Customer in the respective Destination Country.

- The Service Provider's fee for any customs formalities shall be set out in the invoice for the Services performed by the Service Provider with respect to such Parcel.

- The Service Provider's fee for making payments, directly from its own bank account or indirectly via its subcontractors, in the name and on behalf of the Customer, with regard to necessary customs formalities, *i.e.* customs duties, import VAT and/or other import taxes, may be charged by the Service Provider to the Customer, in addition to the Prices for the Service.

- By placing Orders for Parcels that need to undergo customs clearance formalities, the Customer undertakes to promptly provide the information required for the performance of such formalities, as well as to perform his/her payment obligations relating to such formalities.

- The Customer hereby acknowledges that the price for customs formalities shall vary and shall depend on the customs clearance formalities and fees set for formalities/VAT import/import taxes in each

Destination Country / country of the Intermediary Warehouse, in accordance with both applicable law and the Service Provider's policy (including but not limited to the value thresholds below which customs formalities are not required and thresholds imposing customs clearance).

- The Customer hereby acknowledges that any payment made by the Service Provider in the name and on behalf of the Customer with respect to the customs formalities is a payment made on behalf of the Customer.

- The Customer hereby acknowledges and accepts that the Service Provider may at any time change the limits/fees/set for customs formalities; details of any such changes will be provided to the Customer on the Website and/or in the Account.

- The Customer hereby acknowledges and accepts that if the Service Provider does not receive, as requested, the necessary input/formalities/advance payments from the Customer for performance of customs clearance procedure, the Service Provider is not liable for non- performance of any required customs clearance procedure.

For the avoidance of doubt, the Customer acknowledges that his input and action are essential for the carrying out of the customs formalities by the Service Provider, in the name and on behalf of the Customer. The Service Provider is not liable in the event that the Parcel does not reach the Customer and/or does not pass the customs formalities as a result of the Customer's failure to meet his obligations regarding customs formalities.

3.6. (1) Initial Mandate Services: The **final Price to be paid by the Customer** to the Service Provider for the Services provided under the Distance Contract is only calculated when Customer finally decides, under the Account, on all options regarding the provision of Services (e.g. whether he / she opts for consolidating the Parcels, provides the Handing Over Point, whether the Customer chooses guarantee services, when the Customer selects the Price payment method). The final Price may also be subject to further amendments (e.g. according to Art. 3.7(iv)). Any fees not included in the Tariff Annex must be agreed between the parties.

3.6 (2) Return Mandate Services: The **final Price to be paid by the Customer** to the Service Provider for providing the Services under the Distance Contract is only calculated when the Customer finally decides, under the Account, on the options regarding the provision of such Services (e.g. whether he / she opts for consolidating of the return Parcels for the same Origin Warehouse, whether the Customer chooses guarantee services, last mile delivery, etc.).

The final Price may also be subject to further amendments (e.g. under Art. 3.7). Any fees not included in the Tariff Annex must be agreed between the parties.

3.7. Other fees and charges may apply for specific operations, including, fees for extra Parcels, fees for payment of the Price upon effective receipt of the Parcel, fees for Order Processing services on behalf of the Customer, fees for guarantee services, fees for additional operations such as additional packaging.

All such fees are set out in the Tariff Annex. Any fees not included in the Tariff must be agreed between the parties.

Guarantee Services

The guarantee services fee shall be paid for the guarantee services which the Customer requests and agrees to. These apply if the Customer wants to be compensated by the Service Provider, if a Parcel is lost or damaged, for a higher value than the standard value according to section (e.7) of these Terms and Conditions. The guarantee services are not available for Parcels which have been re-packaged according to these Terms and Conditions or for Parcels containing fragile objects. For further detail, please see Art. 3.54.

3.8. The Service Provider reserves any and all rights to periodically amend the Prices for the Services, as listed on the Website (including any other fees and charges). For the avoidance of doubt, the Price of the Services is the one determined according to the information on the Website at the time of placing an Order and in accordance with the latest version of the Terms and Conditions and can be amended afterwards only by agreement between the parties.

(c) Price payment methods

3.9. (1) The Price for Initial Mandate Services can be paid by any of the means listed on the Website and / or in the Account.

- **Payment in cash, upon delivery, at the Destination Warehouse:** the Customer or his / her authorised representative must make the payment in cash upon collection of the Parcel in return for a receipt. In the event of partial payment of the Price owed by the Customer, the Service Provider shall be entitled to refuse to hand over the Parcel, and the Service Provider shall not be held liable for any consequences of the delivery failure.
- **Payment in cash, upon delivery, by courier:** the Customer or his / her authorised representative must make the payment to the courier on delivery at the Handing Over Point. The Customer will receive the supporting document (invoice / receipt) in return. In the event that the amounts owed by the Customer under the Contract are not paid to the courier by the Customer, the relevant Parcels shall not be handed-over to the Customer or his / her authorized representative, and the Service Provider shall not be held liable for any consequences of the delivery failure. The Customer must also pay the additional fee in Art. 3.7 of these Terms and Conditions.
- **Payment in cash, upon delivery, upon the Parcel reception at the Click-and-Collect point** (located in the USA and chosen by the Customer from the list of Click-and-Collect points provided by the Service Provider on the Website): the Customer or his / her authorised representative must make the payment at Click-and-Collect point. The Customer will receive the supporting document (invoice / receipt) in return. In the event that the amounts owed by the Customer

under the Contract are not paid, the relevant Parcels shall not be handed-over to the Customer or his / her authorized representative, and the Service Provider shall not be held liable for any consequences of the delivery failure. The Customer shall also pay the additional fee in Art. 3.7 of these Terms and Conditions.

- **Payment by debit and credit cards** (a list of accepted cards can be found on the Website): Unless otherwise informed on the Website/in the Account, the Customer will not be charged any additional fees for payment by debit or credit card made online. The Customer will be allowed to make the payment by debit and credit cards upon acceptance of his/her Order.
- **Payment by any e-payment solution indicated on the Website**
The Customer will be allowed to make the payment by other e-payment solutions upon acceptance of his/her Order. Unless otherwise informed on the Website/in its Account, the Customer is not charged any additional fees for payment by e-payment solutions.

3.9 (2) The Price for Return Mandate Services can be paid by any of the means listed on the Website and / or in the Account.

- **Payment in cash, at the Destination Warehouse** (*if this option is available to the Client upon placing the Order*): the Customer or his / her authorised representative must make the payment in cash upon collection of the return Parcel, in return for a receipt. In the event of partial payment of the Price owed by the Customer, the Service Provider shall be entitled to refuse hand over the Parcel, and the Service Provider shall not be held liable for any consequences of such refusal.
- **Payment in cash, upon pick-up, by courier**: the Customer or his / her authorised representative must make the payment to the courier on collection at the Pick-Up Point. The Customer receives the supporting document (invoice / receipt) in return. In the event that the amounts owed by the Customer under the Contract are not paid to the courier by the Customer, the relevant return Parcels shall not be picked-up from the Customer (his / her authorized representative), and the Service Provider shall not be held liable for any consequences of the pick-up failure. The Service Provider is also entitled to charge for the costs of the courier. The Service Provider is also entitled to ask the Customer to pay the additional fee under Art. 3.7 of these Terms and Conditions.
- **Payment by debit and credit cards** (*a list of accepted cards can be found on the Website*)
Unless otherwise informed on the Website/in the Account, the Customer is not charged any additional fees for payment by debit and credit cards made online.
The Customer must make the payment by debit or credit card when or before handing over the Returned Parcel at the Pick-Up Point. In the event that the amounts due by the Customer, in accordance with the relevant Contract, are not paid at the Pick-Up Point, the respective Parcels shall not be picked up from the Customer. The Service Provider shall not be liable for any consequences of not picking up.

3.9 (3) The User /Customer remains liable to pay any fees due under the Contract even if he or she uses the Website in bad faith or negligently – for example, if it turns out that the Third Party is not an on-line shop or a valid seller.

(d) Requirements for Parcels

3.10. (1) A Parcel can be delivered by the Servicer Provider to the Customer under the Distance Contract only if the Parcel meets the requirements set out below.

3.10 (2) Each Parcel shall be delivered to the Origin Country Shopping Address during working hours (*i.e.* Monday to Friday, 9 a.m. to 5 p.m.) of the Servicer Provider, and a Returned Parcel shall be handed-over during working hours of the Service Provider (Monday to Friday, 9 a.m. to 5 p.m.)/of the courier.

3.10 (3) Terms regarding size, packaging and contents of the Parcel;

Terms regarding size and weight

- The maximum dimensions of the sizes of each Parcel are 31 x 47 x 59 inches (with 59 inches being the maximum height).
- The maximum actual weight is 154 lbs or 70 kg and maximum chargeable weight is 660 lbs or 300 kg for each Parcel (unless different limits are set under these Terms and Conditions or the Tariffs Annex).

General packaging conditions

The Parcel must reach the Origin Country Shopping Address, or the Destination Warehouse (in case of the Returned Parcel) packed appropriately, including as described below.

- Parcel/Packaging must be intact and comply with the weight, form and nature of content requirements. The Customer must take into consideration the fact that the Parcel will be stored in a location where no specific temperature or other specific storage conditions are met, as well as the fact that the Parcel shall be transported by road routes through several countries. In addition, the Parcel will take several days to arrive at the Destination Warehouse and shall be subject to successive handling procedures.
- Packaging must protect the content of the Parcel in such a manner that it will not be damaged due to pressure or due to successive handling. The Customer must take into consideration the fact that the Parcel will be stored / transported together with other Parcels, and that to get access to the content of the Parcel, the Parcel may need to be opened.
- Packaging must not contain anything that may affect the safety / integrity of other Parcels or may affect the health / safety of persons or the environment or cause any kind of damage.

- **PLEASE NOTE.** (a) Packaging for a Package must contain a label identifying the User / Customer. The following information must be clearly visible on the Parcel: First name, last name of the Customer, ESWD Customer Code, the Origin Country Shopping Address. (b) Packaging for a Returned Parcel must contain the same information in the label sent by the Service Provider to the Customer upon placing the Order for Return Mandate Services.
- The Customer is solely responsible for ensuring that the packaging adequately protects the content of the Parcel taking into account the contents characteristics and the Parcel transportation route.
- Packaging must have no graphics (e.g. logos, drawings etc.) that contravene applicable law, public order or principles of morality.
- Packaging must not have a series of labels / graphics, which make it difficult or impossible to identify the Parcel or the Customer.

Specific packaging conditions

- Any additional warning labels or handling/storage requirements (e.g. Fragile, Vertical, Please keep in a dry place, Do not store close to certain substances / graphics, etc.) shall be taken into consideration. However, these are for guidance only and the Customer remains responsible for complying with all requirements in relation to Parcels.

Repackaging Services

- The Customer hereby acknowledges that a Parcel may reach the Origin Country Shopping Address / Intermediary Warehouse inappropriately packaged and that for its further transportation, the Parcel may require re-packaging. The Service Provider shall upload in the Account photographs of Parcels requiring repackaging.
- The Customer hereby authorises the Service Provider to perform such re-packaging against a separate fee charged by the Service Provider and provided for in the Tariff Annex and/or the Website. The fee shall be also included in the final invoice issued by the Service Provider for the Services performed in respect of that Parcel. If requested by the Service Provider, the Customer shall promptly respond to the Service Provider upon request of approval for re-packaging. For the avoidance of doubt, the Service Provider cannot be held responsible for providing the Services with respect to a Parcel for which re-packaging is not approved by the Customer and/or the corresponding re-packaging fee is not paid by the Customer. The re-packaging shall not alter the obligations undertaken by the Service Provider not to open the Parcel in accordance with these Terms and the re-packaging shall not mean that the Service Provider has broken its obligation not to open the Parcel.

Content-related conditions

- The Service Provider shall not accept at the Origin Country Shopping Address (Destination Warehouse – for Returned Parcels) packages that contain or are suspected to contain any of the following (and, for the purpose of the provision of the Services, such packages shall not be considered Parcels as

defined in these Terms & Conditions, and no Orders will be validated and no Distance Contract arises in relation to such packages/goods):

- goods the storage / circulation / transportation / handling / holding / maintenance / delivery of which is forbidden under the applicable laws of any of the countries in which the Parcel is received, delivered (including the country of delivery and / or the destination country) or through which the Parcel is transported;
- goods the storage / circulation / transport / handling / holding / maintenance / delivery of which may require special conditions that cannot be provided by the Service Provider;
- packages that may affect, by their characteristics, packaging and / or content, the safety / integrity of other packages or that may affect the health / safety of people or the environment or that may create any kind of damage;
- packages that contain any of the following: coins, bills, banknotes or securities, travel cheques, platinum, gold, silver, processed or not, gemstones, jewellery and other precious objects;
- packages that contain any of the following (*i.e.* forbidden goods):
 - (a) illegal and psychedelic drugs, narcotics;
 - (b) explosives, flammable substances or other dangerous substances or radioactive substances;
 - (c) obscene or immoral objects;
 - (d) live stock (including bees and other insects), plants or perishable foods products;
 - (e) arms, ammunitions, parts and accessories of the same;
 - (f) alcoholic drinks with a concentration exceeding 70%, residues and wastes, nuclear reactors, water heaters, mechanical devices and tools, recipients containing gas, empty gas containers, tanks with motor fuels;
 - (g) products affecting the ozone layer;
 - (h) valuable cultural assets (for example, valuable paintings, sculptures or other pieces of art), wholesale products (in bags or in sacks), objects with significant personal value;
 - (i) any other goods the storage / circulation / transport / handling / holding / maintenance / delivery of which is forbidden under applicable law (including commercial restrictions and/or economic sanctions) including without limitation the sanctions imposed by the United Nations Organization, the European Union and the Member States of the European Union.

The above list is not exhaustive and shall not be relied upon by the User / Customer as exhaustive. The User / Customer is fully responsible for determining and checking if the content of a Parcel is forbidden or other way restricted in the country where the Origin Country Shopping Address is located and (or) in the USA. The Service Provider shall retain the absolute right to at any time refuse to accept the Parcel on the basis that the content of the Parcel is not allowed or is restricted by applicable law or the law of any country that the Parcel may pass through into during its transportation to [destination country] / Returned Parcels may enter during their transportation back to the Origin Warehouse. The User / Customer is liable for any costs arising

as a result of the Service Provider not accepting a Parcel or Returned Parcel on the basis of its contents. By placing the Order and indicating the Origin Country Shopping Address as the delivery address of the Order (or indicating the Origin Country Shopping Address when ordering a return), the Customer confirms he fully understands and accepts the risk that a Parcel may not meet the Requirements for Parcels set out in Art.3(d) at the Origin Country Shopping Address (or at the Destination Warehouse for a Returned Parcel) and that the Service Provider may therefore refuse to accept the Parcel / Returned Parcel.

- goods requiring special storage / transportation conditions according to specific regulatory or legal requirements (e.g. meat and meat offal, fish, crustaceans and other aquatic invertebrates, milk and dairy products, eggs, trees, bulbs, roots and similar plants, flowers and ornamental plants, cereals and seeds, resins, sugar and sugar-derived products, pastry, various food products, forage for animals, tobacco and alcohol off limits, salt, sulphur, ores, mineral fuels, essential oils, chemical products, pharmaceutical products, mineral manure, photographic products, raw skins, raw furs, wood, wooden charcoal, iron and steel);
- goods regarding which there are suspicions (even if not verified) of an illegal origin, the Parcel / Product being obtained by fraud, criminal offence or any other illegal act in any jurisdiction or by breaching the rights of any third party;
- goods regarding which there are suspicions (even if not verified) of money laundering, terrorist activity financing or any other criminal activities;
- goods the handling / loading / unloading / transportation of which would require the Service Provider or its subcontractors to undertake additional steps and incur additional costs not covered by the Price of the Services, or not included in the handling terms agreed with the user / Customer, as set out in these Terms and Conditions.

Any documents that must accompany the Products / Parcel, according to applicable law (e.g. invoice, certificates, inventory list, certificate of guarantee, etc.) must be inside the Parcel and should not be fraudulent or appear to be so.

PLEASE NOTE. A Returned Parcel must have the SAME contents as the Parcel that was the object of the corresponding Contract for Initial Mandate Services.

3.10 (4) A Parcel failing to meet the above requirements regarding size, packaging and/or contents, shall not be accepted at the Origin Country Shopping Address / Destination Warehouse (for Returned Parcel) and for the purpose of the provision of the Services shall not be considered as the Parcel (as defined in these Terms & Conditions) and there shall be no Orders validated and no Distance Contract shall arise in relation to such Parcels, unless a prior written agreement executed by the Parties regarding such Parcel is in effect upon the delivery of such Parcel at the Origin Warehouse / arrival of the Returned Parcel at the Destination Warehouse, and provided that the corresponding Price payment is made.

(e) Conclusion and performance of the Services Contract

3.11. The User hereby represents and warrants that in order to benefit from Services, he / she agrees to and will comply with the provisions of these Terms and Conditions. In addition to the above, the User represents and warrants that he / she unconditionally accepts that the Order can only be placed by setting-up the Account.

(e.1) Account set-up. Registration on the Website

3.12. The User must up the Account by entering the required information on the Website indicated as compulsory by means of an asterisk in the relevant fields of the form provided. Correct and complete provision of the required information is essential for placing Orders. The User is solely and fully responsible for the accuracy of the information entered on the Website, both when setting-up the Account, and on the further use of such Account, in accordance with these Terms and Conditions (including, but not limited to, the Specific Terms).

3.13. After filling out the Form, the User must carefully read the applicable Terms and Conditions, by accessing them on the Website or directly accessing the link notified at the end of the Account set-up form:

(a) To agree with these Terms and Conditions, the User must tick the relevant box at the end of the Form. By ticking this box, the User accepts of the creation of the Account based on the information provided by the User in the Form.

(b) Failure to tick the box shall prevent creation of the Account, and eventually, prevent the placement of Orders and execution of the Distance Contract.

3.14. After filling out the Form (with the compulsory information, as a minimum) and acceptance of these Terms and Conditions, the User shall receive preliminary details regarding the Account in the e-mail address provided.

The User must click on the link provided to confirm his / her intention to set-up the Account. After accessing the confirmation link, the User shall be sent a confirmatory email, indicating the details of the User's (Customer's) Account, including the ESWD Customer Code.

Once these steps have been followed, the User can provide the Origin Country Shopping Address for orders placed with Third parties (for Initial Mandate Services) and can also place Orders for Return Mandate Services.

3.15. Any modification of any information before the completion of the Account can be made by pressing the “Back” button on the Form. Users may be notified of any possible discrepancies in the registration process, and must deal with these to finalise the setting-up of the Account.

3.16. Once the Account is set up, the User can configure the Account and the information provided according to his / her own options and preferences, without being able to validly amend the elements indicated as compulsory by the Service Provider for valid Order placement and on-line contracting of Services (e.g. ESWD Customer Code, Origin Country Shopping Address, etc.).

When the Contract arises

3.17. (1) The User can, at any time, place Orders for Initial Mandate Services, by providing the Origin Country Shopping Address as the delivery address for Parcels. The Distance Contract arises when the Parcel is delivered to the Origin Country Shopping Address, provided that the Parcel and the Product comply with the requirements of these Terms and Conditions.

3.17 (2) The Client may make Orders for Return Mandate Services by selecting in the Account the Parcel that was initially delivered to the Client under a Contract for Initial Mandate Services.

3.18 (3) For the avoidance of doubt, the User acknowledges and unconditionally agrees that , by setting-up the Account and / or by placing Orders that are not valid (as provided in these Terms and Conditions), a Distance Contract shall not arise and Users shall not benefit from the Services.

3.18 (4) Once the Account has been set up by the User, the Account can be used by the User/Customer for an indefinite period of time (as long as the User/Customer complies with these Terms and Conditions). The User/Customer can ask for the Account to be closed down at any time by e-mail to the following addresses: info@eshopwedrop.com. The Account shall be closed down as soon as practically possible by notifying the User/Customer by e-mail. There is no fee for closing the Account. However, all Distance Contracts validly entered into by and between the Parties as provided in these Terms and Conditions, up to the date of closing the Account, shall remain valid and effective and must be performed by the Parties. For the avoidance of doubt, the User acknowledges and accepts that by closing the Account, the User shall not be able to place further Orders and conclude Distance Contracts and shall no longer benefit from the Services.

3.18 (5) If the Account is deactivated or closed as described in these Terms and Conditions, the Service Provider shall however retain the information regarding the performance of the obligations under the Account / Distance Contracts concluded, solely for evidencing the conditions under which such obligations have been performed, including in front of a court or other authority.

(e.2) Placing Valid Orders for Services

3.18. **PLEASE NOTE.** Before placing an Order, the User/Customer is encouraged to read these Terms and Conditions again, in particular the Specific Terms, which describe the Services.

3.19. By accepting these Terms and Conditions, the User /Customer expressly agrees that the Service Provider shall send the Order acceptance and / or other information related to the status and performance of the Contract to the e-mail address provided by the User/Customer in the Account. By accepting these Terms and Conditions the Customer also confirms that prior to placing the Order /execution of the Contract, he / she has been completely, accurately and in an intelligible manner informed of the following:

- a. the identity of the Service Provider, the registered address of the Service Provider and the contact details of the Service Provider;
- b. the Services and how to order the Services;
- c. how to work out the total value of the contracted Services (including any restrictions, for example: the actual period of time during which the Customer can exercise his / her right to cancel the Order). The Customer understands that cancelling the Order will not cancel the contract with the Third Party for the Products. The Customer understands that the Service Provider is not the manufacturer / distributor / reseller of the Products;
- d. the availability period for promotions or the prices of the Services;
- e. he / she fully understands these Terms and Conditions and the consequences of every Order and every Distance Contract arising under these Terms and Conditions (including, but not limited to, the rights and obligations of the Parties to the Distance Contract).

3.20. (1) The User places an Order only by indicating that the Origin Country Shopping Address (provided in his / her Account) is the delivery address for the Order.

3.20 (2) The User/Customer places an Order for Return Mandate Service by selecting in his Account a Returned Parcel and accepting the Terms and Conditions.

3.21. (1) The User acknowledges and accepts that the purchase of the Product from Third parties shall be carried out solely at his own risk.

3.22. (2) The User/Customer accepts that the Initial Mandate Services can only be ordered for Parcels and Products that comply with the characteristics, requirements and limitations included in these Terms and Conditions and that are fully paid for (to the Third Party from whom they are purchased).

3.22 (3) The User acknowledges and accepts that he / she will not represent the Service Provider to the Third Party or any other party as any of the following: the agent of the User/Customer for making a payment in the name and on behalf of the User/Customer, or as under any obligation to make such payment to the Third Party / other entity / person, nor as an agent of the User/Customer for accepting payments/money from a Third party. Any and all amounts due by the User/Customer to a Third party with respect to a Parcel / Returned Parcel (or from a Third party to the User/Customer) shall be owned and paid solely by the User/Customer directly to the Third party (or by the Third Party directly to the User/Customer).

PLEASE NOTE. The Service Provider shall not be liable to make any payments to any Third party or other suppliers / sellers / other persons / entities that deliver the Parcels / Products to the Origin Country

Shopping Address / Destination Warehouse in the name and on behalf of the User. In the event the Service Provider is asked to make such a payment and the Customer refuses to do so, the Service Provider shall be entitled to terminate the Contract without notice and without liability to the Customer.

3.22 (1) The Customer shall enter into a direct contract with the Third parties for purchase of the Products and the User/Customer must comply with all contractual obligations owed to such Third Parties (including Conditions of Sale).

3.22 (2) With regard to returns, the User/Customer understands and accepts that the Service Provider does not assume any duty (express or implicit) to ensure by the Return Mandate Services that the User/Customer exercises, on a timely basis, its rights/obligations under the contract with the Third Party (including the right to cancel any order or contract with a Third party). For the avoidance of doubt, the Service Provider does not offer or commit to any warranty, express or implied, for ensuring the exercise of such rights/obligations of the User/Customer in its relationship with a Third Party. The contractual relationship between the User/Customer and the Service Provider, according to these Terms and Conditions and the Contracts, is separate and independent from any relationship between the User/Customer and a Third Party.

3.23. (1) **PLEASE NOTE.** The User places an Order for Initial Mandate Services by providing the Origin Country Shopping Address as the address for Products to be delivered to in his / her Account.

3.23 (2) By selecting a Return Parcel in its Account, the User/Customer places an Order for Return Mandate Services.

3.24. (1) On the arrival of the Parcel to the Origin Country Shopping Address, the Service Provider accepts the Order, provided the Parcel and Product comply with all the requirements in these Terms and Conditions.

3.24 (2) On the User/Customer's selection of a Parcel as Returned Parcel in the Account, the Service Provider accepts the Order for Return Mandate Services, provided that the Parcel is validated by the Service Provider as a Returned Parcel once it reaches the Destination Warehouse.

3.25. By placing the Order and entering into the Contract, the User declares that the **Parcel that reaches the Origin Country Shopping Address (or the Returned Parcel that reaches the Destination Warehouse) complies with all conditions provided under these Terms and Conditions and that it shall comply, at any time, with any legal requirements.** If the User does not comply with the requirements regarding the characteristics and restrictions of Parcels, either intentionally or negligently and the Service Provider goes on to provide the Services, the Service Provider shall not have any liability for loss caused as a result of the User's non-compliance.

If the content of a Parcel is not permitted under the applicable law and / or these Terms and Conditions at any time (regardless whether the provision of Services has commenced or not), the Service Provider shall proceed according to applicable law, including, but not limited to, notifying the competent authorities, opening / destroying the Parcel and / or handing over the Parcel to such authorities. The

provision of a Parcel which does not meet the requirements as set out above shall be a material breach of the relevant Distance Contract, entitling the Service Provider to immediately terminate such Distance Contract (and all other Distance Contracts then in place with the Customer) and claim damages for any loss suffered.

3.26. (1) By assuming responsibility for a Parcel arriving at the Origin Country Shopping Address, the Service Provider **accepts the Order made by the Customer regarding the Parcel**, provided the Parcel (Product) complies with the requirements of these Terms and Conditions.

3.26 (2) An order for a Return Parcel is accepted when the User / Customer receives a confirmatory email from the Service Provider and the Contract for Return Mandate Services arises (provided that the Return Parcel arriving at the Destination Warehouse is validated as compliant and the payment of the final Price is settled).

2.26 (3) The Service Provider, in its sole discretion and in accordance with these Terms and Conditions, may decide that the Parcel/Return Parcel does not comply with the requirements in these Terms and Condition and in such situations no valid Order will have been placed.

(e.3) Acceptance of the Order

3.27. (1) The Service Provider becomes aware of the User's intention to benefit from the Initial Mandate Services only upon the arrival of the Parcel at the Origin Country Shopping Address. By accepting the Parcel at this point, the Service Provider is agreeing to provide the Initial Mandate Services to the User, subject to measurement of the Parcel and other checks which may be required by these Terms and Conditions or under the applicable law.

On receipt of the Parcel as set out above, the Service Provider shall promptly notify the Customer in his/her Account and by e-mail of the acceptance of the Parcel and Order. The notification shall also include a link to these Terms and Conditions.

The User can give the Service Provider prior notice of an Order through his / her Account. However, such notification is for information purposes only and does not create any rights or obligations in relation to such Order.

For Return Mandate Services, a first validation is given when the User makes the order in the Account.

(2) Any e-mail sent by the Service Provider confirming the arrival of a Parcel at the Origin Country Shopping Address shall contain a link to these Terms and Conditions. The User must click on the link provided and expressly give his / her consent to the most recent edition of the Terms and Conditions.

(3) **PLEASE NOTE.** A User must inform the Service Provider if he in error receives any notice as set out above or receives any Parcel in error. Failure to do so entitles the Service Provider to immediately restrict his / her access to the Website and / or his / her Account can be terminated, by means of an e-mail notice from the Service Provider. In addition if the Customer fails to comply with the Service Provider's

instructions relating to the return of the Parcel, he may be invoiced for the Parcel / Product value (that may be credited against any future orders placed on the Website). The Service Provider also reserves the right to refer to the matter to a relevant authority.

(4) **PLEASE NOTE.** The User/Customer who acts as a consumer represents and warrants that he / she understands that the delivery of the Parcel to the Origin Country Shopping Address / at the Destination Warehouse (for the Returned Parcel), as set out above, constitutes his/her express authorization to the Service Provider to commence the provision of Services in relation to such Parcel. The Customer understands that this means the provision of the Services will commence during the period for withdrawal from the Contract as described in Art (e.6) of these Terms and Conditions. In the absence of an express cancellation, the Service Provider will continue to provide the Services and the Customer will be liable to pay for Services provided up to the date of cancellation.

The Customer must ensure that he/she or his authorised representative provides the Service Provider (its subcontractor) with valid documents to establish the Customer's identity to hand-over the Parcel Returned Parcel and settle the Price. The Customer understands and agrees that the presentation of such documents is reasonable by reference to the required purpose, *i.e.* to ensure the delivery of the Parcel to the Customer or his authorised representative. In addition to the above, establishing the identity of the Customer is required under money laundering regulations.

(e.4) Conclusion of the Distance contract

3.28. The Distance Contract will arise on receipt of the confirmation e-mail by the Customer in accordance with the steps described in these Terms and Conditions.

For the avoidance of doubt, a new Distance Contract shall be entered into for the purpose of each Parcel/Returned Parcel.

The User shall become the *Customer* within the meaning of these Terms and Conditions) after the receipt of the confirmation e-mail.

3.29. Unless otherwise provided, no money for Services shall be owed by the user to the Service Provider prior to the entering into of the Distance Contract as set out above. Any and all the rights and obligations under Contract shall arise and any and all Prices shall be calculated as of the date the Contract arises.

3.30. The Distance Contract between the Service Provider and the Customer shall consist of: (i) the Terms and Conditions accepted by the Customer under Art. 3.27(2) of these Terms and Conditions and (ii) for Customers who act as consumers only, the express authorisation to commence providing the Services by means of delivery of the Parcel to the Origin Warehouse or Destination Warehouse.

3.31. The confirmatory e-mail sent by the Service Provider on receipt of a Parcel will include a note that the contract is a Distance Contract as set out in clause 3.30 above.

(e.5) Performance of the Contract

3.32. The Service Provider shall provide the Services with reasonable skill and care.

3.33. The Service Provider shall inform the Customer about the Parcel status in the course of providing the Services as follows:

a) For the Parcels under Initial Mandate Services:

In Origin Warehouse: this status means the Parcel has been received (measured, weighed and photographed and registered with the Service Provider's system in the warehouse located in the country where the Parcel has been delivered to in accordance with the Origin Country Shopping Address);

In Transit: this status means the Parcel is loaded on the vehicle and is *en route* to USA;

In ***Intermediary Warehouse*** this status means the Parcel is stored and waiting to undergo customs clearance;

In Destination Warehouse: this status means the Parcel has arrived at the Service Provider's Destination Warehouse;

Consolidation / order prepared to be picked up by the Customer: this status reflects the Customer's choice for a Parcel to be directly picked up by the Customer / Customer's authorized representative from the Destination Warehouse. Depending on the Customer's choice, the Parcel may be consolidated with other Parcels which the Service Provider is delivering for the Customer.

Picked up by the Customer: status means the Contract has been fulfilled as the Parcel has been collected from the Destination Warehouse and the Price has been paid.

Consolidation / order prepared to be picked up by courier: status means that the Parcel is ready to be picked up by the courier and be delivered to the Handing Over point chosen by the Customer in his Account. Depending on the Customer's choice, the Parcel may be consolidated with other Parcels which the Service Provider is delivering for the Customer.

Picked up by courier: status means the courier has collected the Parcel from the Destination Warehouse.

Consolidation / order delivered by the courier: status indicating the receipt of the Parcel by the Customer.

Consolidation / order prepared to be picked up from the Click-and-Collect point [X]: status means that the Parcel is ready to be picked up by the Customer / Customer's authorized representative from the *Click-and-Collect point* chosen by the Customer from the options provided by the Service Provider. Depending on the Customer's choice, the Parcel may be consolidated with other Parcels which the Service Provider is delivering for the Customer to be picked up at the same Click-and-Collect point.

Picked up by the Customer: status means the Customer / Customer's authorized representative has collected the Parcels from the Click-and-Collect point.

PLEASE NOTE. The Customer must provide valid documents verifying the Customer's identity for the actual receipt of the Parcel, at the Destination Warehouse, to the courier, or at the Click-and-Collect point (depending on the option chosen). The Customer understands and agrees that the presentation of such documents is reasonable by reference to the required purpose, *i.e.* to ensure the delivery of the Parcel to the Customer or his authorised representative. In addition to the above, establishing the identity of the Customer is required under money laundering regulations.

b) For the Returned Parcels under Return Mandate Services:

In Destination Warehouse: this status means that the Returned Parcel has arrived at the Destination Warehouse and is being checked; if *Consolidation* is available, this status shall also appear.

In Transit: this status means the Returned Parcel is loaded on the vehicle and is *en route* back to the Origin Warehouse;

In Origin Warehouse: this status means the Returned Parcel has arrived at the Origin Warehouse; if no onward delivery to the Third Party address is required, it means the Contract for Return Mandate Services has ended

Consolidation / order prepared to be delivered by last mile delivery at the Third Party Address in the country of the Origin Country Shopping Address: status means the Service Provider is preparing the Returned Parcel, in the country of the Initial Warehouse, for last mile delivery (providing this option is available for that Returned Parcel and provided that the corresponding Price has been paid).

Picked up by the courier: this status means the fulfilment of the Contract for Return Mandate Services for Returned Parcels that must be delivered to the Third Party Address.

At Third Party: this status means the Third Party has collected the return Parcel.

Return to the Origin Warehouse: status means the Parcel has been declined by the Third party and/or the hand-over of the return Parcel to the Third Party could not be achieved for reasons which are not the Service Provider's fault.

3.34. (1) The Service Provider shall not be held liable for the consequences (*e.g.* refusal to hand over the Parcel to the Customer / Customer's authorized representative) due to the failure to provide identity documents. The Customer understands that the Service Provider shall at no time retain copies of the identity documents.

3.35 (2) The Customer understands and agrees that the Handing Over Point provided by the Customer must be in the USA, and cannot be a prison or other locations which may have restricted access or are subject to special regimes.

PLEASE NOTE. Additional fees are payable for (i) a Parcel that has not been picked up by the Customer from the Destination Warehouse (or from the courier / Click-and-Collect point, as the case may be) within 30 days after arriving at the Destination Warehouse, or (ii) that has not received customs clearance within a maximum period of 30 days after the Parcel has arrived at the Destination Warehouse/Intermediary Warehouse or (iii) for which the Customer has indicated no other method of delivery under these Terms and Conditions within 30 days after arriving at the Destination Warehouse. The additional fee is the same as the amount due for the first 30 day period. An additional amount shall be owed by the Customer for each period of 30 subsequent consecutive days, during which the Parcel remains in the Destination Warehouse/Intermediary Warehouse. If a term of 6 (six) month lapses after the receipt of the email notifying the Customer of the arrival of the Parcel at the Destination Warehouse, the Customer hereby authorizes the Service Provider to take possession of the Parcel, on account of the receivables held against the Customer and the Service Provider can deal with the Parcel as if it were the owner of the Parcel.

3.35 (3) The Customer understands that, unless otherwise indicated to the Customer by the Service Provider (*e.g.* on the Website, in the Account), the Third Party Address must be in the same country as the Origin Warehouse and it must be a location where the Parcel can be collected and signed for (*e.g.* it cannot be a PO Box).

3.35 (4) **PLEASE NOTE.** Additional Fees are payable for a Returned Parcel that has not been picked up from the Origin Warehouse (or, in the case of “last mile delivery services, has not been collected by the Third party) within a maximum period of 30 days after the Returned Parcel has arrived at the Origin Warehouse. The additional fee is the same as the amount due for the first 30 day period. The amount shall be owed by the Customer for each period of 30 subsequent consecutive days during which the Returned Parcel remains in the Origin Warehouse. If a term of 6 (six) month lapses after the Service Provider has notified the Customer that the Parcel has arrived in the Origin Warehouse, the Customer hereby authorizes the Service Provider to take possession of the Parcel, on account of the receivables held against the Customer and the Service Provider can deal with the Parcel as if it were the owner of the Parcel.

3.35 (5) If the Returned Parcel cannot be delivered at the Third Party Address, and it is not the Service Provider’s fault, the provisions of article 3.35 (4) above shall apply.

3.35. Delivery of the Parcel to the Customer (or his / her authorized representative) at the Handing Over Point means the Distance Contract for Initial Mandate Services has been fulfilled, assuming the price for the Services has been paid in full.

Time for delivery of Parcels

3.36. (1) With respect to Initial Mandate Services, the Service Provider shall use all reasonable endeavours to ensure that the Parcel arrives at the Destination Warehouse no longer than 15 (fifteen) calendar days (for Origin Country Shopping Addresses located in Europe), and no longer than 30 (thirty) calendar days (for Origin Country Shopping Addresses located outside Europe) from the time the Distance

Contract arises under these Terms and Conditions. However, the Service Provider cannot guarantee meeting this deadline. Parcels shall leave for the Destination Warehouse on a weekly basis.

PLEASE NOTE. The timescale set out above assumes that the Customer complies with its obligations under these Terms and Conditions and follows the Service Provider's instructions at every stage of the process. The Customer must respond as soon as possible to any notices regarding the status of the Order / Parcel and provide any required instructions by email. The Service Provider shall not be held liable for failing to meet the deadline due to the Customer's lack of response or instructions.

3.37 (2) In relation to the Return Mandate Services, the Service Provider shall use all reasonable endeavours to ensure that the Parcel arrives at the Origin Warehouse no longer than 15 (fifteen) calendar days (for Origin Country Shopping Addresses located in Europe), and no longer than 30 (thirty) calendar days (for Origin Country Shopping Addresses located outside Europe) from the time the Distance Contract arises under these Terms and Conditions. However, the Service Provider cannot guarantee meeting this deadline. The Returned Parcels shall leave the Destination Warehouse on a weekly basis.

PLEASE NOTE. The timescale set out above assumes that the Customer complies with its obligations under these Terms and Conditions and follows the Service Provider's instructions at every stage of the process. The Customer must respond as soon as possible to any notices regarding the status of the Order /Returned Parcel and provide any required instructions by email. The Service Provider shall not be held liable for failing to meet the deadline due to the Customer's lack of response or instructions.

3.37. **PLEASE NOTE.** The Product which has been purchased from a Third Party is delivered by such Third Party when the Service Provider takes possession of the Parcel at the Origin Country Shopping Address. For this reason, all the Customer's rights in relation to the Third party which arise from the point of delivery will start when the Parcel is delivered to the Service Provider at the Origin Country Shopping Address. This would include the Customer's eventual right of withdrawal under applicable law and any other right of the Customer connected with the time of delivery, for example, warranties which have a time limit for claims. Customer should therefore respond to the Service Provider's emails as soon as possible to ensure that delivery of the Parcel takes place as soon as possible.

The Service Provider is not liable to the Customer or to the Third party for any matter related to such rights of the Customer / Third party / supplier of the Parcel, arising from the direct relationship between the Customer and the Third party / supplier, or for any non-performance / late performance relating to such a relationship or for any other matter related to the relationship between the Third party / supplier of the Parcel and the Customer.

Losing rights of withdrawal in relation to Products purchased from a Third Party

PLEASE NOTE. If, under applicable law or a relevant contract, the Customer's right of withdrawal (or any other right) commences from the date when the Service Provider assumes possession of the Parcel at the Origin Country Shopping Address and at the point the Customer receives the Parcel any such rights have been lost, or no longer apply, the Customer understands and accepts that the Service Provider shall not

be held liable for this, unless the Service Provider has acted negligently or breached these Terms and Conditions.

3.38 (2) In relation to the Return Mandate Services, the collection of the Returned Parcel by the Service Provider from the Customer at the Pick-Up Point does not mean that the Customer has fulfilled his obligation to return/deliver the Returned Parcel to a Third Party, nor does it mean that the Customer has exercised any right of withdrawal or cancellation under the contract with the Third party. The Service Provider shall not act as an agent of the Third party, either at the Destination Warehouse, at the Pick-up Point or at the Origin Warehouse, and the Service Provider shall not gain any ownership of or assume any such obligations in relation to the Returned Parcel (unless otherwise expressly provided in these Terms and Conditions).

3.38. The Service Provider shall employ appropriately trained staff and professional subcontractors for in the performance of the Services.

Service Provider reserves right to suspend Account

3.39. The Service Provider reserves the right to suspend, at any time, the performance of the Contract (including the access to the Account and the provision of Services to the Customer) if there are any suspicions regarding the non-performance by the User / Customer of any of the provisions in these Terms and Conditions and will not be liable for any loss suffered by the Customer as a result. The Service Provider shall also be entitled to suspend the Contract if it has any suspicions, acting reasonably, of any kind of fraud or attempted fraud by the Customer (e.g. hacking into computer systems, hacking into bank systems, use of falsified information, use of false identities or false cards, use of other User's / Customer's account, etc.) or if such suspension is required by law or any regulatory body. In such cases, the Service Provider may disclose, as required by law, any information regarding the User / Account / conduit / activity of the Customer on the Website, and may take any steps it deems necessary, acting reasonably, including sending the Customer's Parcels / Products to the relevant authorities.

3.40. The Service Provider and the User/Customer expressly agree that the Service Provider will only open the Parcel when required for proper performance of the Contract and the provision of the Service and in accordance with applicable law. The Customer understands and accepts that the Service Provider may use any equipment or technology, as deemed necessary, in order to identify whether the content of the Parcel may endanger human life, integrity of other goods / Parcels, environment, or infringes any law. The Service Provider may check, directly or through its subcontractors, the content of any Parcel, if there are any suspicions regarding its content (e.g. non-compliance with these Terms and Conditions, violation of law, etc.), including at the request of the authorities, or to allow such inspection by the competent authorities; the Service Provider shall not be held liable for such inspections of the Parcel.

3.41. (1) **PLEASE NOTE.** The User/Customer understands and accepts that the Service Provider shall not, except as provided in these Terms and Conditions, become the owner of the Parcel or its contents, and shall not be held liable for any damage or loss which is the responsibility of the owner of a Parcel or its contents. Furthermore, any action taken in respect of a Parcel shall be performed by the Service Provider strictly in the name and on behalf of the Customer. The Customer shall remain solely liable for any

damage or loss arising from such actions. Nevertheless, in the situations described in these Terms and Conditions, the Service Provider may become the sole owner of the Parcel and its contents and dispose of the Parcel and its contents accordingly.

3.42 (2) **PLEASE NOTE.** The Service Provider shall, under no circumstances, be liable for the content of a Parcel. In no circumstances shall the Service Provider have any obligation to return the Parcel to the Third party / initial supplier of the Parcel, nor shall it have any obligation, under a Contract for Return Mandate Services, to take any steps to return the Returned Parcel to a Third party if the Third party has refused to accept the Parcel.

3.42 (3) The Price due or paid by the Customer to the Service Provider for the Return Mandate Services is separate from any amount due to a Third party. For the avoidance of doubt, the Service Provider does not warrant that the third party shall refund the Customer any amounts due in exchange for a Returned Parcel.

3.42. The Service Provider's obligations to the Customer arise only in respect of the Services rendered by the Service Provider in accordance with applicable law (particularly laws on electronic commerce, distance contracts and personal data protection, etc.) and in accordance with the Specific Terms and the Distance Contract arising with the Customer.

Service Provider is not liable for the Products

3.43. The Service Provider shall be liable under these Terms and Conditions only for the Services. The Service Provider shall have no liability in relation to any of the following:

- a. the Products (including any product guarantees), the quality of the Products purchased by the Customer, the characteristics of the Products, Product advertising, compliance with the requirements on the Product certification, the Products' failure to comply with any description, the Product packaging;
- b. practices used by the Third parties in selling Products, the Third party's compliance with its obligations on sale of the Products, or the observance by the Third party of its obligations on return of the Products, the proper performance of the relevant distance contracts by the Third Party;
- c. observance of any professional standards or Product related standards by the Third parties, defective Products and / or damage caused by defective Products, compliance with any environmental obligations relating to sale of the Products.

3.44. For the avoidance of doubt, the Customer understands and accepts that the Service Provider is not a producer / manufacturer / distributor / seller / reseller / importer of the Products, and has no partnership / affiliation and / or authorization relation with any Third party, unless expressly stated otherwise by the Service Provider.

3.45. The Customer understands and accepts that he / she cannot hold the Service Provider liable for any defect in the Product or lack of completeness of the Products / Parcel, or hold the Service Provider

liable as a producer / manufacturer / distributor / seller / reseller / importer of the Product or hold the Service Provider liable to refund or pay any sums paid or owed by the Customer for the Product / Parcel. The Customer understands and accepts that any complaint or claim concerning the Product cannot be made against the Service Provider, who is only liable for the Services.

3.46. The User / Customer is solely liable for the accuracy of the information provided to the Service Provider upon his / her registration on the Website and during the performance of the Distance Contract. The Service Provider is not liable, under any circumstances, for the situations in which: (i) the Parcel cannot be collected or delivered because the User / Customer has erroneously or incompletely filled in the coordinates of the Origin Country Shopping Address or the Handing Over Point; or (ii) any other cases in which the inaccuracy of the information provided by the user / Customer obstructs the proper performance of the Contract by the Service Provider.

When the Service Provider can end the Contract

3.47. The Service Provider can end any Contract with the Customer, at any time, due to the Customer's default, provided it comes aware of any breach of the Contract by the Customer, including but not limited to the content and / or characteristics of the Parcel. The Service Provider shall notify the Customer in Account and / or by e-mail and / or at any other address provided by the Customer, stating the reasons for termination. In order to avoid abusive conduct (e.g. Customers failing to pay the Price or other amounts owed to the Service Provider), the Service Provider reserves its right to decline future Orders from defaulting Customers.

3.48. Unless the Service Provider has allowed the Customer a period of time to put right the fault, the Contract will end immediately. The Service Provider has no liability for any delay or error arising, directly or indirectly, from causes beyond its control. Such exemption includes but is not limited to: malfunctions of technical equipment used by the Service Provider, failure of internet connection, failure of telephone connections, software viruses, unauthorised access to the systems used for the provision of Services, operation errors and changes in the law.

(e.6) Right of withdrawal

3.49. A person who acts as a consumer within the meaning of applicable law is entitled to cancel the Services ordered under the Contract without penalty and without reason, by notification to the Service Provider **no later than 14 calendar days after the receipt by the Customer of the Service Provider's email confirming the Order has been accepted**. The Customers who are not consumers within the meaning of the applicable law (including legal persons) DO NOT have the right of withdrawal.

Right of withdrawal may be lost and Customer may need to pay for Services rendered

However, once the Service Provider has completed the Services, the Customer cannot change his mind, even if the 14 day period is still running. If the Customer cancels after the Service Provider has started providing the services, the Customer must pay the Service Provider for the services provided up until the time the Customer tells the Service Provider that he has changed his mind.

The User/Customer acting as a consumer represents and warrants that he / she understands that the delivery of the Parcel to the Origin Country Shopping Address / at the Destination Warehouse (for the Returned Parcel), as set out above, constitutes his/her express authorization to the Service Provider to commence the provision of Services in relation to such Parcel. **The Customers understands that this means the provision of the Services will commence during the period for withdrawal.** In the absence of an express cancellation, the Service Provider will continue to provide the Services and the Customer will be liable to pay for Services provided up to the date of cancellation.

How to withdraw from the Contract

To end the Contract, the Customer must do one of the following:

- (a) Phone or email. Call customer services on [NUMBER] or email them at [ADDRESS]. Customer must provide name, home address, details of the order and, where available, phone number and email address.
- (b) Online. Customer must complete the [form INSERT LINK TO ONLINE FORM] on the Website.
- (c) By post. Customer must print off the [form INSERT LINK TO PRINTABLE FORM] and post it to Service Provider at the address on the form. Or simply write to Service Provider at that address.

3.50. The Customer shall proportionately pay the Price of Service rendered up to the date of withdrawal.

3.51. For the avoidance of doubt, the right of withdrawal under the Contract with the Service Provider is different and separate from any rights of withdrawal the Customer may have under the contract between the Customer and the Third Party or from the Customer's relationship with the Product supplier. In addition, the withdrawal from a Contract concluded with the Service Provider shall not automatically mean the withdrawal from other Contracts concluded between the Customer and the Service Provider, under these Terms and Conditions, with regard to other Parcels and which are being performed at the same time. The Customer must exercise the right of withdrawal, under these Terms and Conditions, in connection with each individual Contract.

PLEASE NOTE. For the avoidance of doubt, by withdrawing from any particular Distance Contract the Customer does not close the Account. To close the Account, the Customer must follow the procedure set out in Art.3.18 of these Terms and Conditions.

3.52. (1) Under applicable law, the following are exempt from rights of withdrawal from the Contract: **Please note the list is for information purposes only.**

- (i) service contracts, after full provision of the services, if the performance has commenced with the customer's (natural person – consumer) prior consent, and after the customer has understood that he / she shall lose the right of withdrawal after full performance of the Contract by the Seller;
- (ii) the supply of Products manufactured as per the specifications provided by the Customer (natural person) or evidently customized for the customer;
- (iii) the supply of products likely to deteriorate or expire within a short period of time;
- (iv) the supply of sealed products which cannot be returned for health protection or hygiene reasons, and which have been unsealed by the customer (natural person – consumer);
- (v) the contracts under which the customer (natural person – consumer) has expressly requested the seller to pay him / her a visit with a view to performing urgent repair or maintenance works. If, on the occasion of such visit, the seller provides other services besides the ones expressly requested by the customer (natural person) or supplies other products than the spare parts critical for the performance of the maintenance or repair works, the right of withdrawal shall apply to such additional services or products;
- (vi) the provision of sealed audio or video recordings or sealed software which have been unsealed after delivery;
- (vii) the supply of digital content which is not delivered on tangible medium, if the performance has commenced with the customer's (natural person) prior consent, and after the customer acknowledged that he / she had taken note of the fact that he / she would lose the right of withdrawal.

PLEASE NOTE: the above are provided for information only and do not relate to the Services, to which rights of withdrawal apply as set out in these Terms and Conditions.

(2) The Customer who acts as a consumer undertakes that he / she shall exercise the right of withdrawal from the Contract in good faith.

(3) The Customer who acts as a consumer understands that, by exercising the right of withdrawal from a Contract under these Terms and Conditions, he / she shall remain liable to pay the Service Provider an amount for services rendered up to the date of withdrawal (which may be the total contract price, depending on when the Customer withdraws). The Service Provider may take possession of the Parcel on account of any amounts owed by the Customer, and may dispose of such Parcel and its contents.

(4) In the event of withdrawal from the Contract in accordance with the above provisions, the Service Provider shall repay to the Customer any prepaid sums as soon as possible and no later than 14 days after the Service Provider is notified about the Customer's decision to withdraw from the Contract. The Service Provider shall use, for reimbursement purposes, the same payment method as the one used for the initial

transaction, unless the Customer has given his / her express consent for another method of payment. Regardless of how sums are repaid, the Customer will not be charged for reimbursement.

(e.7) Liability of the Service Provider

3.53. The Service Provider shall be liable for foreseeable loss and damage occurring to a Parcel, which is caused by the Service Provider and which occurs after the Order is accepted and before the Parcel is delivered to the Customer. The Service Provider is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Service Provider and Customer knew it might happen.

3.54. In the event of loss, theft or destruction of a Parcel, the Service Provider shall pay, per individual Contract, an amount no higher than the damage caused, to be calculated as follows:

- (i) if the Customer has not chosen guarantee services, the amount paid shall be the lower of \$50 and the value evidenced in the documents attesting the contents of the Parcel (*e.g.* invoice for purchasing the Product, bank statement confirming the amount paid, online order, etc.); or
- (ii) if the Customer has chosen guarantee services, the amount paid shall be determined by reference to the lower of: the value declared for the purposes of the guarantee services, and the value which can be proved by supporting documents (*e.g.* invoice, bank statement confirming the amount paid, online order, etc.), with a maximum amount provided for in the Tariff Annex / Website.

PLEASE NOTE: Guarantee services are not available in respect of fragile objects, for example, glass, ceramics, fragile electrical goods. If damage or loss occurs to Parcels containing these Products, the Service Provider will compensate the Customer in accordance with Article 3.54 (i) above.

3.55. If a Parcel is damaged, the Service Provider shall owe, for each individual Contract, an amount calculated under Art. 3.54 of the Terms and Conditions, adjusted to reflect the extent of the damage to the Parcel and its contents.

3.56. The Service Provider shall not be held liable for any damage or loss caused by the characteristics of the Parcels / Products or defects in the Parcels / Products, *e.g.*, damage or loss caused to any third parties or goods, any damage caused to persons, environment, equipment / goods employed in performing the Services.

3.57. The Service Provider is not liable for any indirect damages, loss of profit, loss of business, business interruption or loss of business opportunity.

3.58. The Service Provider shall not be liable for any loss or damage caused by events beyond its control, the User's / Customer's or third party's default, and for any loss or damaged caused by the Products / Parcels.

3.59. The Service Provider does not exclude or limit in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of the Customer's legal rights in relation to the Services.

3.60. In order to make a claim, the Customer must notify the Service Provider at info@eshopwedrop.com setting out details of the case, within 2 business days of becoming aware of the issue. The parties shall endeavour to resolve the complaint in an amicable manner, and, in case no amicable settlement can be reached, the parties shall submit the dispute to a competent court in England and Wales.

3.61. The Service Provider shall not be liable for the damages claimed by the Customer if the Parcels / Products have been retained / frozen / seized by the authorities under applicable law, or in case of any legal steps taken with regard to the Products under applicable law.

4. Processing of Personal Data

The processing of personal data of the User/Customer shall take place in accordance with the Privacy Policy available on the Website.

5. Final provisions

5.1. **Updated versions.** The Service Provider shall retain the exclusive and irrevocable right to amend these Terms and Conditions at any time and in any way.

The amended new edition of the Terms and Conditions shall be provided at www.EshopWedrop.com.

By continuing to use the Website or place Orders for the Service Provider's Services, the User / Customer accepts the amendments made to the Terms and Conditions. **PLEASE NOTE.** Revisit the Website regularly so as to be informed about any potential amendments.

5.2. **Sub-contracting.** The Service Provider shall be entitled to sub-contract the Services to third parties. The Service Provider shall remain liable to the User / Customer regarding proper provision of the Services under these Terms and Conditions.

5.3. **Waiver.** Any failure or delay by any Party in exercising any right or remedy in one or many instances shall not prohibit a Party from exercising it at a later time or from exercising any other right or remedy.

5.4. **Invalidity.** If any provision of these Terms and Conditions shall be found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.

5.5. **Effect.** All provisions of these Terms and Conditions which by their nature shall be intended to continue shall survive termination, including terms relating to exclusions and limitations of the Service Provider's liability.

5.6. **Accrued rights.** Termination of the contractual relationship or of the Services shall not affect accrued rights and obligations of the Parties except unless such rights were accrued unlawfully or in breach of these Terms and Conditions.

5.7. **Governing law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of The United States of America.

5.8. **Jurisdiction.** The User / Customer and the Service Provider shall endeavour to amicably settle any dispute arising out of these Terms and Conditions. Any dispute which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the New York State courts.

5.9. **Transfer of rights.** The User / Customer represents and warrants that by accepting these Terms and Conditions, he / she irrevocably confirms that he / she consents to the transfer of the rights and obligations of the Service Provider to a third party. The Service Provider will always tell the User / Customer in writing if this happens and will ensure that the transfer will not affect the User's /Customer's rights under the Contract.

5.10. **Acknowledgment.** Before registering on the Website and / or placing the Order, the User / Customer represents and warrants that he / she has read all these Terms and Conditions and fully, unconditionally and without reservation accepts such Terms and Conditions.

5.11. **Third Party Rights.** No one other than a party to a Contract and their permitted assignees shall have any right to enforce any of its terms.

5.12. **Link to the Bureau of Consumer Protection, part of the Federal Trade Commission.** The Website offers the User / Customer the opportunity to directly access the official website of the FTC's Bureau of Consumer Protection (at <https://www.ftc.gov/about-ftc/bureaus-offices/bureau-consumer-protection>).

5.13. Any complaints regarding the provision of Services must be notified in writing by the Customer, at info@eshopwedrop.com, or by post at the Service Provider's registered address, no later than 15 days after the matter arises, and the Service Provider shall respond no later than 30 days after receipt.