



# DX ParcelXchange Customer Service Agreement

**DX Network Services Ireland Limited (DX Ireland), 36 North Park, North Road, Finglas, Dublin 11. Registered in Ireland No. 54066.**

The Rental Agreement is made between DX Ireland (Supplier) of the above address and you the Client named in the schedule below who agree to rent boxes within ParcelXchange units or agreed sites, described in the schedule hereto for the period and at the rental there specified upon the terms and conditions set out (Term and Conditions attached).

Client Details			
Registered Company Name	_____	Fax Number	_____
Address	_____	Contact Telephone Number	_____
	_____	Email Address	_____
	_____	Collection Address (If Different)	_____
	_____		_____
Company Registration Number	_____		_____

Details of Hire			
ParcelXchange	Small	Medium	Large
Fixed Rate	_____	_____	_____
Number of Fixed Lockers	_____	_____	_____
Daily Dynamic Rate	_____	_____	_____
Other			
Daily Collection Charge	_____	Minimum Weekly Billing	_____
Collection Time	_____	Payment Method	Direct Debit
Fuel Surcharge %	_____	Payment Terms	30 Days
Weekly System Charge	_____	Other	_____

Rates Scale					
Plus 30 lockers/Drop Sites	Plus 20 lockers/Drop Sites	Plus 10 lockers/Drop Sites	Minus 10 lockers/Drop Sites	Minus20 lockers/Drop Sites	Minus 30 lockers/Drop Sites
_____	_____	_____	_____	_____	_____

GB Service				
	Small	Medium	Large	PUDO
Fixed Weekly Rate	_____	_____	_____	_____
Daily Dynamic Rate	_____	_____	_____	_____
Flight Charge	_____	Kilo Rate	_____	_____

Pilot Details			
N.B Pilot rates will end on this date please see 'Details of Hire' for rates hereafter			
Pilot <b>START</b> date	_____	Pilot <b>END</b> date	_____
Pilot Rates			
	Small	Medium	Large
Fixed Weekly Rate	_____	_____	_____
Number of Fixed Lockers	_____	_____	_____
Daily Dynamic Rates	_____	_____	_____

I accept and agree to the terms layed out in the above and the attached (2 Pages) terms and conditions			
Company Name	_____	Supplier	DX Ireland
Print Name	_____	Print Name	_____
Position	_____	Position	_____
Signature	_____	Signature	_____
Date	_____	Date	_____

# DX Network Services Ireland Limited

## Standard terms and conditions for the Parcelxchange service

### 1. INTERPRETATION

#### 1.1 In these Conditions:

<b>"AGREEMENT"</b>	means the agreement for the provision of Services to the Client incorporating the Customer Service Agreement and subject to the Standard Terms and Conditions;
<b>"CHARGES"</b>	means the charges due to DX IRELAND as set out in the Customer Service Agreement for the Services to be provided by DX IRELAND;
<b>"CLIENT"</b>	means any person, firm, body corporate, association or organisation to whom the Services are provided;
<b>"COMMENCEMENT DATE"</b>	means the date shown as such in the order form for the Services;
<b>"CONSIGNMENT"</b>	means a single pack identified by a single DX IRELAND tracking number;
<b>"CUSTOMER SERVICE AGREEMENT" or "CSA"</b>	means the order form for the Services included at the front of the Agreement;
<b>"DX IRELAND"</b>	means DX Network Services Ireland Limited, whose registered office is situated at 36 North Park, North Road, Finglas, Dublin 11;
<b>"FORCE MAJEURE"</b>	means any event beyond the reasonable control of DX IRELAND, including without limitation act of God, severe weather, war, invasion, civil commotion, embargo, hostilities (whether war be declared or not) seizure or forfeiture under legal process, epidemic, act or order of any government public local or other authority, labour disputes of whatever nature, explosion, fire or severe traffic congestion;
<b>"MINIMUM MONTHLY USAGE"</b>	means in respect of a non-fixed term CSA the minimum monthly usage level as stated on the front of the CSA;
<b>"PARCEL"</b>	means any package or item sent pursuant to the Services, excluding any Prohibited Articles;
<b>"PROHIBITED ARTICLE"</b>	means (i) any Consignment that is not packed in compliance with, or otherwise does not fully comply with, DX IRELAND's parcels' weight and dimensions limits, the Regulations or the provisions of the Customer Service Agreement or that contains any substance or matter prohibited by the Regulations; or (ii) any item which might or does cause any personal injury or physical damage to any person or property, or might otherwise be considered dangerous or hazardous; or (iii) any of the following: asbestos; bank notes or any other financial instrument capable of conversion into cash by anyone other than the payee; bottled perfumery; bullion; cash; chemicals; cigarette lighters; clothing; computers and/or computer chips (except as agreed in writing between the parties and subject to further insurance as DX IRELAND may require the Client to obtain); consumer redemption vouchers; compressed gases and aerosols; credit cards and cash dispenser cards; credit company sales vouchers; domestic audio and/or visual equipment and/or accessories; drugs; explosives; footwear; furs and fur clothing; firearms; flammable items; human remains (in any form); gift tokens; holiday saving stamps; industrial carbons and diamonds; jewellery; lewd, obscene or pornographic items; liquids; living creatures; luncheon vouchers; matches; non-ferrous metals in sheet bar or ingot form; organic peroxide; oxidising materials; paints, varnishes, enamels and similar substances; pathological specimens; perishables; photographic equipment and/or accessories (but excluding x-rays, films, negatives, microfiche, photographic prints or similar items); poisons; precious metals and stones; articles made of or containing precious metals; processed tobacco or tobacco products; radioactive material; unused units in franking machines; valuables and gifts; watches; works of art, save that any dangerous goods (as defined under the United Nations list of dangerous goods) which DX IRELAND is licenced to transport, which the Client has notified DX IRELAND of its intention to include in any parcel or consignment pursuant to the Services, and which DX IRELAND has accepted, shall not be Prohibited Article(s);
<b>"THE REGULATIONS"</b>	means the Health, Safety and Welfare at Work Act, 2005 and any regulations and statutory instruments issued thereunder and any international, European or other national laws or regulations or protocols which apply to the packaging, handling and carriage of goods including (but not limited to) applicable regulations made by the Universal Postal Union, the International Civil Aviation Organisation and the International Air Transport Association;
<b>"SERVICES"</b>	means the services to be provided by DX IRELAND to the Client and referred to in the Customer Service Agreement;
<b>"STANDARD TERMS AND CONDITIONS"</b>	means these terms and conditions as supplemented or amended pursuant to Condition 12.1 or as otherwise agreed in writing between the parties;

1.2 Writing or Written includes faxes but not e-mail.

1.3 The headings in the Agreement are for convenience only and shall not affect their interpretation.

### 2. CHARGES

2.1 The Client shall pay the Charges and any additional sums which are agreed between DX IRELAND and the Client for the provision of the Services or which, in DX IRELAND's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any instructions given to DX IRELAND or any other cause attributable to the Client.

2.2 On each anniversary of the Agreement, DX IRELAND shall be entitled to increase the Charges payable by the Client to reflect increases in the Consumer Price Index (Ireland).

2.3 The Charges and any other charges which may become payable by the Client pursuant to the Agreement are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

2.4 If the Client changes the profile of the Services then DX IRELAND shall be entitled to amend the Charges to reflect the new Services profile.

### 3. PAYMENT

3.1 Time for payment of the Charges is of the essence.

3.2 The Client shall pay all Charges in full (without any set-off or other deduction) by direct debit (or such other electronic payment method as agreed to by DX IRELAND) within 30 days of the date of invoice unless the contrary has been expressly agreed in writing by DX IRELAND.

3.3 Any additional sums that may become payable by the Client to DX IRELAND pursuant to the CSA from time to time shall be paid (together with any applicable VAT, and without set-off or other deduction) within 30 days of the date of invoice.

3.4 If payment of any sums is not made on the due date then DX IRELAND shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3% above the base inter-bank borrowing rate set by the European Central Bank from time to time from the due date until the amount outstanding is paid in full.

3.5 If the Customer fails to make any payment due to DX IRELAND for any Services provided to the Customer by DX IRELAND by the due date then, without prejudice to any other right or remedy available to DX IRELAND, DX IRELAND shall be entitled to cancel the Agreement or suspend any further collections and/or deliveries for the Customer.

### 4. FUEL SURCHARGES AND GOVERNMENT LEGISLATION

4.1 DX IRELAND reserves the right, by giving notice in Writing to the Client at any time, to increase or decrease the Charges (or any other charges payable by the Client) to reflect any increase or decrease in the cost of providing the Services which is due to any factor beyond the control of DX IRELAND including (but not limited to):-

4.1.1 changes in taxation imposed by the government on fuel, vehicle licences, VAT etc;

4.1.2 changes in DX IRELAND's insurance premiums caused by changing market conditions; and

4.1.3 introduction of or changes to any government legislation.

DX IRELAND reserves the right, by giving written notice to the Client at any time, to levy a fuel surcharge. Fuel surcharges will apply if the National Average Fuel Price index exceeds the base price for fuel as set out in the Service Schedule. The surcharge will be 0.175% for every 1 cent exceeded. The National Average Fuel Price index will be determined by AA Ireland's fuel price index for diesel.

### 5. EXCLUSION AND LIMITATION OF LIABILITY

5.1 The Client acknowledges that the value and contents of any Consignment and also the amount of loss which may be suffered by the Client are only known to the Client. In view of this, DX IRELAND advises and the Client agrees to maintain adequate insurance on an "all risks" basis in respect of any Consignment for its full value to the Client. The Client further acknowledges that the charges for the Services reflect the exclusions and limitations in the Agreement and that under the circumstances such exclusions and limitations are reasonable.

5.2 DX IRELAND shall not be liable to the Client or any other person in connection with or arising out of this Agreement or the performance or non-performance of the Services except to the extent that the loss or damage suffered by the Client results solely from the negligence or fraud of, or breach of this Agreement by DX IRELAND, its employees, agents or sub-contractors in which case such liability shall be subject to the exclusions and limitations set out in this Agreement.

5.3 Subject to Condition 5.2 DX IRELAND's liability arising out of or in connection with the Agreement or performance or non-performance of the Services, howsoever caused or arising, shall:

5.3.2 in the case of loss or damage to any Consignment be limited to the lesser of (i) €60, (ii) the amount of loss or damage actually sustained and (iii) the actual value of the Consignment as determined by its cost of preparation, replacement or reconstruction, its cost of repair or its resale or fair market value without reference to the commercial utility or special value to the Client or any other person, less the value of the Consignment after the loss or damage sustained;

5.3.3 in the case of loss of or damage to any tangible physical property to the Client (other than any Item the liability for which is dealt with by Condition 5.3.2 above) caused by the negligence of DX IRELAND, its employees, agents or sub-contractors be limited to €100,000 in respect of any one claim or series of claims arising out of one subject to an overall maximum aggregate liability of €500,000 in any one Contract Year; and

5.3.4 in all other cases, the aggregate liability of DX IRELAND in any Contract Year shall not exceed the lesser of (i) total Charges (excluding VAT) paid by the Client for the Services in respect of that Contract Year or (ii) €50,000.

5.4 Notwithstanding Condition 5.3 DX IRELAND shall not be liable to the Client or any person for:

5.4.1 any loss of or damage to profits, revenue, savings, data, use, contract, goodwill or business or for any indirect or consequential loss or damage, in each case howsoever caused or arising;

5.4.2 any loss or damage caused by delay in the collection or delivery of any Consignment or due to mis-delivery;

5.4.3 any loss, damage or delay caused by an event of Force Majeure (including, without limitation, any loss or damage caused by any temporary interruption of Services resulting from an event of Force Majeure);

5.4.4 any delay or failure to deliver due to: lack of availability of an authorised representative of the intended recipient organisation at the delivery address; the Consignment not being adequately addressed, or the Consignment otherwise being outside of the Services specifications and requirements;

5.4.5 any loss of or damage to a Consignment which cannot be shown to have occurred whilst such Consignment was within the care, custody and control of DX IRELAND or its employees, agents or sub-contractors;

5.4.6 damage to a Consignment unless such damage is evidenced by crushing, piercing, water damage, or other damage to, or deterioration of, the outer packaging thereof which is apparent to the naked eye;

5.4.7 any loss or damage caused to or by, or otherwise in respect of (i) a Prohibited Article, or (ii) arising from or caused by the failure of the Client to fully comply with the Regulations or the provisions of the Agreement;

5.4.8 any claim (whether in respect of delay, loss or damage or otherwise) unless notified in writing to DX IRELAND within 10 days of the date of despatch of the Consignment to which the claim relates.

5.5 The term "howsoever caused or arising" when used in this Condition 5 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the Services.

5.6 Notwithstanding any other provision of this Agreement, all the exclusions and limitations of liability contained in this Agreement shall apply regardless of whether the Client notifies DX IRELAND of the possibility of any greater loss or damage and no exclusions or limitations shall apply to the extent prohibited by law and in particular nothing in the Agreement shall limit or exclude liability for fraud or for death or personal injury caused by negligence.



# DX Network Services Ireland Limited

## Standard terms and conditions for the Parcelxchange service

- 5.7** The Client agrees to indemnify DX IRELAND against all losses, liabilities, claims, demands, costs and expenses in excess of the liability expressly accepted by DX IRELAND hereunder.
- 5.8** DX IRELAND shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Client.
- 5.9** In the case of the Client using DX IRELAND'S In Night or In Boot services DX IRELAND'S maximum liability for a lost vehicle key and any consequential, direct or indirect loss arising thereon shall be limited to €50 per claim.
- 6. DURATION AND TERMINATION**
- 6.1** Where the Agreement is a fixed term contract it cannot be terminated for any reason within the first twelve months. If the Client causes the Agreement to be terminated for any reason (including any termination by DX Ireland under condition 6.3) then the Client shall immediately pay DX IRELAND the greater of:-
- 6.1.1** the remaining unpaid Charges corresponding to the period from the date of the Agreement to the first anniversary; or
- 6.1.2** 6 months' Charges payments;  
Such payments being made in respect of (but not limited to) DX IRELAND'S reasonable administration costs, loss of business (including but not limited to any loss of operating profit) and loss of goodwill.
- 6.2** Without prejudice to condition 6.3 where the Agreement is not a fixed term contract it may be terminated at any time with three months Written notice. If the Agreement is terminated in accordance with this clause 6.2 the Customer will become liable to maintain the Minimum Monthly Usage for the three month notice period.
- 6.3** DX IRELAND may (without limiting any other remedy) by Written notice immediately (and without liability) terminate the Agreement if the Client:-
- 6.3.1** fails to pay when due any sums due under the Agreement or any other agreement between DX IRELAND and the Client; or
- 6.3.2** is in breach of any term (except relating to payment) of the Agreement and (if capable of remedy) fails to remedy the breach within 14 days after being given notice to do so; or
- 6.3.3** goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters examinership (within the meaning of the Companies Act, 1963 – 2009); or
- 6.3.4** has any distress or other legal process levied or threatened against the Client's assets or equipment or if any of the Client's assets or equipment are confiscated or seized or removed from its possession.
- 7. CLIENT'S DUTIES AND PARCEL RESTRICTIONS**
- 7.1** The Client is responsible for ensuring that all goods passing through the ParcelXchange service are adequately packaged and DX IRELAND shall not be responsible for any damage to any goods due to the inadequacy of the packaging.
- 7.2** The Client shall ensure that all parcels are deposited at the agreed time and location
- 7.3** All deliveries made to a ParcelXchange must be collected by 16:00 on the day following despatch. If the Parcel is not collected by this time additional charges may apply.
- 7.4** All return goods that are to be collected by DX IRELAND from a ParcelXchange must be deposited at the ParcelXchange by 17h00.
- 7.5** The Client shall procure that no Prohibited Article is sent by the Services and that all Parcels and their contents are labelled and packed in accordance with the terms of the Agreement and otherwise comply with the Regulations, for which purposes the Client is deemed to have full knowledge of the requirements of the Regulations. If DX IRELAND believes that any Parcel or its contents either (a) may comprise or contain a Prohibited Article or (b) has not been labelled and/or packaged in accordance with the Regulations or the Agreement or (c) otherwise does not comply with the Regulations or the Agreement, DX IRELAND reserves the right to: (i) refuse to handle; and/or (ii) open and/or retain for further examination; and/or (iii) accept such Parcel for carriage on the basis that DX IRELAND shall not be responsible in any way for any loss or damage howsoever caused either to the Parcel, its contents or to any person or property as a result of that Parcel or its contents. If DX IRELAND believes that the sending of any Parcel or its contents amounts to or may amount to a criminal offence it may pass such Parcel and/or its contents to the relevant authorities.
- 8. DX IRELAND'S DUTIES**
- 8.1** All Parcels scanned in the ParcelXchanges will be tracked by SoftLocker and the Client will be able to access details of the Parcels' location via SoftLocker. A Proof of Delivery (POD) will be provided on SoftLocker for every delivery and collection made.
- 8.2** DX IRELAND will use its reasonable endeavours to deliver all return Parcels to the Client the next working day following collection but time for delivery shall not be of the essence.
- 8.3** The Charges are calculated on the basis of collection on Monday to Friday and delivery on Tuesday to Saturday but do not include Sundays or bank or public holidays.
- 9. TITLE**
- 9.1** Title to any property (including, without limitation, sacks, labels, pouches and trays) issued to the Client by DX IRELAND for the purpose of the provision of the Services by DX IRELAND shall remain with DX IRELAND. The Client shall be responsible for such property whilst in its care or control and return such property to DX IRELAND immediately upon demand.
- 10. CLIENT'S WARRANTY AND INDEMNITY**
- 10.1** The Client warrants that:
- (a) where the Client is not the owner of the Item, it has the authority of all parties owning or having any legal interest in the same to use the Services for the despatch thereof;
- (b) the nature or contents of the Consignment will not cause DX IRELAND to break any laws or statutory regulations;
- (c) the Consignment is adequately prepared, addressed, labelled and packaged for safe despatch through the Services (including, where appropriate, transport by air) and for safe handling, whether by manual or mechanical means by DX IRELAND staff and its sub-contractors; and
- (d) the Consignment has been labelled and packaged in full compliance with the Regulations.
- 10.2** Without prejudice to any other provisions of the Agreement, the Client shall indemnify and hold DX IRELAND harmless against all losses, liabilities, claims, demands, costs and expenses that may result from:
- (a) any latent or inherent defect or natural deterioration of the Consignment and/or any Consignment that is inherently dangerous, unstable or liable to cause any loss or damage of whatever kind;
- (b) any other damage caused by the substance, composition or nature of the Consignment or the method of packaging employed;
- (c) any breach by the Client of the warranties in Condition 10.1;
- (d) any third party claim arising directly or indirectly from the Client's use of the Services save for claims for loss or damage for which DX IRELAND is expressly liable hereunder; and
- (e) the neglect or default of the Client or any breach of its obligations under the Agreement.
- 11. COMMON CARRIER**
- 11.1** DX IRELAND is not a common carrier and accepts items for carriage only in accordance with the provisions of, and subject to, the Agreement. DX IRELAND reserves the right to refuse at any time to carry any Consignment at its absolute discretion.
- 12. ALTERATION TO TERMS**
- 12.1** The provisions of these Standard Terms and Conditions may be supplemented or amended by DX IRELAND at the absolute discretion of DX IRELAND from time to time. All changes will be posted on the DX IRELAND website and will be effective from the date of such posting for all use of the Services after that time.
- 13. GENERAL**
- 13.1** DX IRELAND agrees to take all reasonable steps to prevent any disclosure by it to any third party, other agent or representative of the Client authorised in accordance with this Agreement of any secret or confidential information belonging to the Client which comes to DX IRELAND'S possession through the performance of the Agreement, provided that this obligation of confidence will not apply in respect of any disclosure required by law or by any regulatory authority nor in respect of any information which is or comes to be in the public domain other than as a result of DX IRELAND'S breach of the Agreement.
- 13.2** If any provision of the Agreement shall be declared to be invalid or ineffective in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
- 13.3** Any failure in or delay by DX IRELAND to take any action to enforce any part of the Agreement shall not operate as a waiver of that breach or any other breach, and no waiver of any breach shall operate as a waiver of any subsequent breach.
- 13.4** References to any statute or statutory provisions include references to that statute or statutory provision as from time to time amended, extended or re-enacted and include any statutory instrument, rules, regulations or other subordinate legislation made from time to time thereunder.
- 13.5** The Agreement constitutes the entire agreement and understanding between the Client and DX IRELAND as to the matters to which they relate and supersedes all prior oral or written agreements, understandings or arrangements relating to the provision of the Services. Save for any amendment made to these Standard Terms and Conditions and the Agreement which is permitted to be made by DX IRELAND, no variation to the Agreement shall be effective unless made in writing and signed by an authorised representative of both the Client and DX IRELAND.
- 13.6** The Client shall notify DX IRELAND in writing of any merger or amalgamation with another Client and of any change to the address or addresses to which invoices should be sent by DX IRELAND within 7 days of the occurrence thereof.
- 13.7** The Agreement may be assigned, novated or otherwise transferred (in whole or in part) by DX IRELAND to any member of the DX Group or to any other third party without the consent of the Client and the Client agrees to accept such transferee as the service provider in the place of DX IRELAND. The Client shall not be entitled to assign or transfer its rights or obligations under the Agreement save with the prior written consent of DX IRELAND which shall not be unreasonably withheld.
- 13.8** DX IRELAND shall be entitled to delegate or sub-contract out the Services (or any part thereof) provided that DX IRELAND shall remain liable in accordance with the terms set out herein.
- 13.9** Any notice required or permitted to be given by either party pursuant to the Agreement shall be in writing addressed to that other party and sent to the other party by recorded delivery or commercial courier, in the case of the Client to its registered office or principal place of business and in the case of DX IRELAND to the Customer Service, Unit 36, North Park, North Road, Finglas, Dublin 11 (unless otherwise notified by DX IRELAND). Any notice pursuant to this clause shall be deemed received within 2 working days of dispatch.
- 13.10** The Agreement shall be governed by and construed in accordance with the laws of Ireland. DX IRELAND and the Client irrevocably submit to the non exclusive jurisdiction of the Courts of the Republic of Ireland.
- 14. DISPUTE RESOLUTION**
- 14.1** If any dispute arises in connection with this agreement, a representative on DX Ireland and the Client shall, within three business days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 14.2** If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.
- 14.3** No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

