

# TERMS & CONDITIONS



The focus of this document is to clarify the relationship between **the Customer** (you) and **Eazy2Ship** businesses in Europe, (hereinafter referred to as **E2S**), as the shipping facilitator. **E2S** can be represented by one of our partners such as a Franchisee depending on your relationship with **E2S**, but in any event the below **Terms & Conditions do apply**.

**The Customer (you)** is the ordering party of transport, logistics & shipping services using the Shipping Portal of **E2S**, but shipment can also be order in other ways, but in any event our **Terms & Conditions will always apply**.

For any order of transport, logistics & shipping service **E2S** always just act as a facilitator for this transaction, and those services are ultimately provided by the carriers, transportation, or shipping companies that you as the Customer have selected to use. This document also includes the information from **E2S**, with the exception of the information about our All-Risk Cargo Insurance that you when selecting this have access to the **pre-contractual information** from our partner FDR Risk BV. in the Netherlands.

## EAZY2SHIP Usage

Any person representing **the Customer** who has a **E2S** “username” and “log in” to our online shipping portal and uses the services of **E2S** is an authorized representative of **the Customer** and **E2S** assumes that the person has the authority to spend on shipping costs on the **E2S** online shipping portal as well as offline booking.

By ordering services from **E2S**, you, and your company (**The Customer**), recognize, accept, and understand that you will not receive transportation services directly from **E2S**, but that you will receive services directly from the selected carriers, transportation or shipping companies to the agreed prices provided by **E2S**. Those prices are only valid for the particular shipment and based on the information you have provided, such as, but not limited to, weight, pieces, dimension, content, pick-up and delivery point & time.

We act on your behalf in context of any service inquiries to the carriers, so please raised any question to **E2S** and we will manage those in cooperation with our carriers. Unfortunately, things can go wrong. In the event of a claim with a carrier, **E2S** will manage the process on your behalf. Please note that this can be time consuming, and the resolution period may be lengthy, hence a claims handling fee of up to 50 € per claim will be deducted.

**The Customer** agrees not to resell the services of **E2S** to third parties and must immediately notify **E2S** if another company is found to be using their **E2S** account. The Customer acknowledges that any quoted rates may be subject to change if the actual shipment details differ from those initially provided, including but not limited to weight, number of pieces, dimensions, content, or any other conditions not accurately described at the time of processing.

## Subject to the Terms and Conditions of Carriers

**VERY IMPORTANT INFORMATION**, **E2S** is not the carriers of any of the shipments, and **the Customer** agrees that all shipments are subject to the Terms and Conditions of the carriers that have been chosen. **The Customer** is responsible for familiarizing themselves with each carrier’s Terms and Conditions, which are available on the respective carrier’s website and/or on their waybills prior to tendering any shipments. For our so called “Portal Carriers” UPS, FedEx, TNT, DHL eCommerce & DPD can find hyperlinks to their Terms & Conditions at our website, or you visit the respective carrier website. In the event of a claim, the Customer must submit the request in writing to **E2S** support. **E2S** will then transmit the claim to the carrier. Please note that the outcome and any related handling will be determined solely by the carrier. As some carriers impose strict deadlines, it is the Customer’s responsibility to ensure timely submission of claims in accordance with the relevant Terms and Conditions.

## Invoicing and Due Dates

1. The rates payable by **the Customer** are stated when booking a shipment with **E2S**, but reserves the right to make amendments, alterations, or adjustments as it deems fit from time to time without prior notice and in line with carriers weighing and scanning equipment.
2. An invoice shall be issued by **E2S** Franchise and sent to **the Customer** weekly and shall reflect the sum payable by **the Customer** to **E2S** central payment account stipulated on the invoice.
3. **E2S** will normally invoice each Friday, the invoice is payable after 7 days or based on the agreement with the **E2S** Franchise.
4. Invoices (PDF version) will be available in your Shipping Portal but also emailed to the latest address notified to **E2S** in writing and shall be deemed delivered the same day.
5. **The Customer** shall inform **E2S** promptly in writing of any changes to its business address.

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6. If payment after due date, **E2S** reserves the right to charge 1% interest per starting month.
7. Overdue payments will be handed to our incasso specialist and the incasso fee is 15% of the outstanding amount with a minimum of 40 €.
8. Any payment dispute will be dealt with at the local court of **E2S** entity involved in the transaction.

## Invoice Queries

9. The Customer shall inspect and examine the invoice and shall notify **E2S** in writing of any errors, omissions, disputes, or other irregularities in the invoice. In the absence of such a notification, the invoice shall be deemed correct and shall be conclusive without further proof as against **the Customer** if no written objection is received by **E2S** within (7) days from date of Invoice. **The Customer** agrees that any claim towards the carrier for lost, damage or delays is a separate matter and does not give the Customer the right to withhold payments to **E2S**.

## Variation

10. **E2S** shall be entitled at its sole discretion to vary any of the terms herein and such variations shall be communicated to **the Customer** by notification in the Shipping Portal with a request to accept the refined Terms & Condition and such notification shall be effective upon acceptance. Variation by **E2S** of any of the terms herein shall not affect existing invoices or invoices received by **the Customer** prior to the receipt of such notice of variation or affect transactions accepted by **E2S** prior to receipt by **the Customer** of the written notice.

## Deposit or Security

11. **E2S** may request **the Customer** to furnish a cash deposit and/or bank guarantee in favour of **E2S** in such form, wording, and amount as **E2S** determine from time to time. Details of such agreement will be agreed between the parties.

## Governing Law and Jurisdiction

12. Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of **E2S**, to the non-exclusive jurisdiction of, and governed by the laws of the **local E2S legal entity** that **the Customer** is dealing with. **The Customer** hereby irrevocably submits to such jurisdiction, unless contrary to applicable law.

## Customer Trading Volume

13. **The Customer** shall maintain such minimum trading volume per month (Revenue /Shipments /Weight) as notify **E2S** may stipulate, to continue to have the offered rates. If such minimum trading volume is not maintained, notify **E2S** reserves the right to increase the rates.

**YOUR OBLIGATIONS:** When you book a shipment through **E2S** you shall ensure that the terms of the shipment and any information provided are complete and accurate and you shall co-operate with **E2S** and relevant carriers, transportation or shipping companies in all matters relating to the shipment. Specific attention needs to be on potential Denied Parties, Prohibited Items, Restricted Items, and goods classified as Dangerous Goods, you can find further information at our online shipping portal or if in doubt please contact your **E2S** contact.

If you fail to comply with the above, **E2S** and/or the relevant carrier, transport or shipping company shall, without limiting any other rights or remedies have the right to suspend any and all shipments until you remedy the default, and we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from the failure or delay of the shipment. You shall reimburse us on written demand for any costs or losses sustained or incurred arising directly or indirectly from any such default.

**INTELLECTUAL PROPERTY:** We have the right as the owner or the licensee of all intellectual property rights on our sites and the online shipping portal as well as in the material published on them. Those works are protected by copyright laws and treaties around the world.

**LIMITATION OF LIABILITY:** Nothing in these Terms and Conditions shall limit or exclude the liability of **E2S** for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or fraud or fraudulent misrepresentation.

**E2S** will not to be held liable for any loss of business due to any delayed, damaged, or lost shipments nor for any indirect, special or consequential loss or damage.

**TERMINATION:** Without limiting its other rights or remedies, **E2S** may terminate your account with immediate effect by giving written (email) notice to you if you commit a material breach of any of these conditions, including failure to pay any amount due on the due date for payment.

**DISCLAIMER:** Whilst every effort has been made to ensure that accuracy of the information contained in all our web pages and our online shipping portal, the content is naturally subject to change and we cannot guarantee its accuracy or currency.