

Version: January 1, 2025

THESE TERMS AND CONDITIONS LIMIT OUR LIABILITY. PLEASE READ CONDITIONS VERY CAREFULLY TO MAKE SURE THAT YOU FULLY UNDERSTAND THESE CONDITIONS. YOU ARE ADVISED TO PURCHASE INSURANCE IF YOU WISH TO COVER YOUR RISK ABOVE THESE LEVELS.

Please note that our General Terms and Conditions can be subject to change without notice.

1. Introduction

We are United Business Limited, a company registered in England and Wales under number 5261478 with its registered office at suite 3, 12 Upperton Gardens, Eastbourne, East Sussex, United Kingdom, BN21 2AH (UBL, Our, Us, We). These are the General Terms and Conditions upon which we do business.

We may revise, amend, make additions, or update these General Terms and Conditions at any time without notice. These modifications are enforceable from the date they are published online on the website www.unitedbusinessltd.co.uk and will be applied to Agreements after the publishing date.

The current version of these General Terms and Conditions can be found on our website or send upon request. It is your responsibility to inquire about these General Terms and Conditions at the time you open an account with us, place an order or deliver the shipment/ mailing.

These General Terms and Conditions apply to you, the sender of the mail/shipment of items and anyone else who has an interest in the shipment. Also, these General Terms and Conditions apply to United Business Ltd (UBL), its subsidiary, affiliate, subcontractor, agent, or associate which arranges the collection, delivery, or handling of the shipment. A deviation from these General Terms and Conditions is only valid if there is a separate written agreement, signed by the sender and a fully authorised representative of United Business Ltd or any of its subsidiaries in question. Unless we have a separate written agreement with you which says otherwise, we will choose the routing of your shipment and the subcontractors we use. The provisions set out in these General Terms are the only terms and conditions applicable to the Agreement and replace all other terms and conditions, except in the case of a preliminary, express, and written derogation by United Business Ltd (UBL).

Should any provision of these General Terms be unenforceable in law, the remaining provisions of these terms and conditions shall remain in force, and instead of the invalid one a legally valid provision shall apply, which approximates the meaning of the original provision as far and close as possible.

These General Terms are effective from 1 November 2022 onwards.

2. The Service we provide

United Business Ltd (UBL) in accordance with this General Terms and Conditions offers wholesale delivery solutions for international mailers.

2.1 UBL shall in accordance with this Terms and Conditions process all items that have been accepted by UBL under the service agreed in writing.

2.2 UBL reserves the right to reject or refuse to accept any mailing item or shipments that fail to comply with the service specification or the terms of this Terms and Conditions

2.3 The Customer acknowledges that UBL is required to use a third party for the final sortation, postage and delivery, and accordingly is not able to offer any assurance as to the actual delivery date of any mailing Item or shipments. We will provide the services in the manner that we deem to be most appropriate according to our operational requirements.

2.4 Accordingly, UBL shall not be liable to the Customer or to any other person for failure to deliver within this target (whether as a result of breach of this clause or otherwise). It is understood by the Customer that United Business Ltd(UBL) liabilities end after the shipment/ mailing leaves our facility and is delivered to the third party for the final sortation, postage and delivery to the actual addressee of the item. UBL provides no guarantee for the delivery of each individual item.

2.5 You acknowledge and accept that we are not part of the commercial transaction between you as sender/exporter/importer of the shipment/mail item/item and the end-receiver/ consignee/importer of that shipment/mail item/item. We can therefore not be regarded and we do not qualify as sender, exporter, importer, end-receiver or consignee of your shipment from a commercial, fiscal and legal perspective. By handling and delivering your shipment we merely act as the facilitator and we provide you with a distribution address for the purpose of handling, delivering and possibly the clearing through customs of your shipment. You hereby warrant that you and/or any of your suppliers will fill out and complete the relevant (mailing/shipping) documentation regarding your shipment in accordance with this article and in accordance with our instructions for the purpose of making the mailing/shipping documents compliant to this article.

2.6 Delivery times are indicative only and based on average transit times in working days, excluding the day of handover. Delivery times are not guaranteed.

3. Items Acceptance

We do not accept any items which are prohibited by transport or postal conventions, the rules of any international air transport or other association, or items which we believe may be unsafe to handle or items which are illegal in the country of origin, destination or any third country through which the items travel (hereinafter referred to as the "Prohibited Items"). We may ask you to show us samples of the items you wish to ship to make sure that they are not Prohibited Items. However, whether or not we request you to show us samples of the items you wish to ship, it is your full responsibility to ensure that no Prohibited Items are handed over to us. If you do hand over any Prohibited Items, you agree to indemnify and hold us fully harmless from any claims made against us and from any loss, liability or damage we may incur and you also agree that we can deal with any Prohibited Items in whatever way we think fit. We reserve the right to refuse to accept or collect a shipment from you, at any time, if (a) you do not act in accordance with this provision, these General Terms and Conditions in general and/or any individual contract between you and us, (b) any court or arbitration tribunal of competent jurisdiction or any competent governmental or regulatory authority with jurisdiction over you and/or us determines that our provision of services to you is contrary to existing laws, rules or regulations, or (c) any law, rule or regulation which is passed or adopted makes it materially more expensive or difficult for us to provide our services based on our reasonable judgment.

You shall hand-over the consignment with the individual postal items to UBL according to the specific standards and conditions set by UBL in the agreement or the manifest or elsewhere regarding shape, packaging, addressing, franking, dimension, size, weight and other requirements, and shall provide UBL with other the relevant documents.

4. Customs, duties, taxes and other charges

4.1 It is your responsibility to inform us about the contents of your shipment. You should also inform us if your shipment contains items to which customs duties, taxes (including but not limited to value added tax ("VAT") / goods and services tax ("GST") if applicable) and/or other charges apply. You undertake and certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents, you risk a civil claim and/or criminal prosecution the penalties of which include forfeiture and sale of your shipment. You agree that you will be ultimately responsible for any customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges which are or will become due on your shipment.

4.2 Depending on the routing of your shipment, customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges may apply. If we agree to assist you with, or arrange for you, the clearing and entering of the shipment through customs you hereby appoint us as your agent solely for that purpose. Should we subcontract these customs clearance activities – for example to a specialized clearing agency – you hereby grant us all rights and authorities on your behalf for the purpose of designating a customs broker to perform customs clearances and entries. To the extent that we assist you with, or arrange for you, the clearing and entering of the shipment through customs, such assistance or arrangement will be rendered at your sole risk.

4.3 Notwithstanding whether our services to you start before or after the clearance of your shipment through customs and notwithstanding whether we agree or do not agree to perform the customs clearance activities (regarding customs duties, taxes (including but not limited to VAT / GST if applicable), penalties, storage charges or other) on your behalf, it is your responsibility to provide documentation at your own expense regarding the shipment (e.g. detailed shipment information on quantity, volume, value etc.) within 24 hours after a notification to you, if we and/or any customs authority require(s) such documentation for the purpose of confirming the import/export declaration and/or our customs clearance status. If our services to you start after customs clearance of your shipment and the subsequent delivery of that shipment to us and:

(i) you refuse to provide us with the requested (shipping) documentation,

(ii) your (shipping) documentation proves to be incorrect or incomplete for whatever reason, or

(iii) issues arise from improper customs clearance regarding your shipment, we reserve the right, at our sole discretion, to:

(a) refuse your shipment, or

(b) refuse our services to you until you have arranged the required remedial actions and you have fully resolved the issue.

4.4 Any customs duties, taxes (including but not limited to VAT / GST if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or other fiscal/regulatory/governmental authorities or your failure to provide proper documentation and/or to obtain the required license or permit regarding your (items in the) shipment will be charged to you. Upon first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage or any other expenses. You indemnify us from any claims or damages as a consequence of any issue in relation to customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges.

4.5 We are not liable for any delays, losses or damage caused by interference from customs officers or other fiscal/regulatory/governmental authorities.

5. Value Added Tax / Goods and Services Tax

Whether VAT / GST is due on the items you wish to ship and if so, which percentage or amount is due, is completely your own responsibility to determine. We do not provide advice regarding VAT / GST related issues on shipments/items and we are not and do not pretend to be VAT / GST experts. Because of the complicated nature of the regulations we suggest that you seek professional advice regarding VAT / GST issues in general and more in particular regarding your shipments. We do not accept any liability in relation to any VAT / GST due on the items that you (intend to) ship or in relation to any claims by fiscal/regulatory/governmental authorities in that respect towards you or any other party. Furthermore you hereby indemnify us from any claims and/or damages including but not limited to claims and/or damages of fiscal/regulatory/governmental authorities or others parties as a result of VAT / GST (related) matters on your items (to be) shipped.

6. Opening items

In order to make sure that there are no Prohibited items (these are described in clause 2) and/or items to which customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges apply and/or to confirm the nature or value of declared items, we may need to open your shipment or mail items. You understand that we have this right and will hold us harmless against any claims we may receive or make good any loss or damage we incur.

7. Billing and Payments

Unless we have made another agreement with you in writing, the price for delivery and handling of the shipment is the rate set out in the rate card which was provided to you and agreed with you or, if no rate card has been agreed, the published tariff at the time we collect/receive the shipment. Tariffs can change so you should make sure that you are aware of the tariff, which is in force whenever you make a shipment. Unless we have agreed anything else with you in writing, you must pay us within 7 days of collection of the shipment or, if we have sent you an invoice for any payment, you must pay us within 7 days of the date of that invoice.

8. Late payments or non-payments

Unless we have made another agreement with you in writing, the price for delivery and handling of the shipment is the rate set out in the rate card which was provided to you and agreed with you or, if no rate card has been agreed, the published tariff at the time we collect the shipment. Tariffs can change so you should make sure that you are aware of the tariff, which is in force whenever you make a shipment. Unless we have agreed anything else with you in writing, you must pay us within 7 days of collection of the shipment or, if we have sent you an invoice for any payment, you must pay us within 7 days of the date of that invoice.

If you are late in paying, we may charge you interest for every day payment which is overdue at a rate of 3% per day of the overdue amount. If we need to take action to recover payment from you, you agree to pay us for all of our costs, including reasonable attorney's fees. Even if you have a claim that the service was not properly performed, you agree to pay the charges for the shipment and all of our costs and not to withhold the payment(s). If you have a claim, the claim will be handled under clause 10, clause 11 and other United Business Ltd(UBL) Terms and Conditions. In order to ensure that we are secured against non-

payment by you, you grant us a security interest in and over any shipments you have given to us and which are in our possession and authorise us to deal with those items in whatever way we consider appropriate (including, but not limited to, selling, holding or destroying the items) in order to recover some or all of the payment from you and/or to reduce our own costs or disruption to our business.

9. The extent of our liability

We need to rely on several other parties to provide the service to you, some or all of which limit or exclude their liability to us. We, therefore, do not accept responsibility for anything that happens to your shipment after it leaves our facility, its injection into the postal system or delivery to the country of destination for mail delivery to the recipient by a third party, thus, we are not liable for any loss of revenue, business or damages. We agree not to use, rent or sell your mailing list for any purpose other than your mailing. You agree that we have no responsibility or liability for the deletion or failure to store your mailing list. We do not accept and expressly disclaim any liability for special, indirect, incidental, or consequential losses or damages (including, but not limited to, loss of opportunity, wasted costs or lost profits) or loss which is caused by something over which we have no direct control. Unless we have a specific agreement with you in writing, we do not accept any liability if your shipment is delayed. If your shipment needs protection above the limits in these conditions, we strongly advise you to take out appropriate insurance.

10. Undelivered items

10.1 If a shipment, mailing or any item is not delivered for reasons which can not be attributed to us or you do not have any agreements with us concerning undelivered items or item returns, unless otherwise agreed and without prejudice to the other provisions of these Terms and Condition undeliverable postal items will be destroyed. You also agree that we are not liable for the reason of non-delivery if it is beyond our control or if our services end as per these Terms and Conditions.

10.2. If the item does not meet UPU (Universal Postal Union) or/and the postal administration of the country of destination addressing or formats requirements; if conditions are such that delivery in the letterbox/reception is impossible or there is no letterbox that satisfies the requirements for delivery the item can be disposed without any notice.

11. Claims and Liability

If you have a claim for loss or damage to a shipment or any items contained in a shipment, you agree that you will:

report it in writing to the general manager of the company who collected your shipment and do so as soon as possible and, at the very latest, within 30 days of the date of collection or receipt of the shipment/ mailing.

You acknowledge, United Business Ltd(UBL) can not be liable for a loss, damage or non-delivery of any nonmail/items in a shipment/ mailing if this shipment/ mailing is manifested and handed over to us without the items list with addressees in this shipment/ mailing.

If you do not act in accordance with the above procedure, we will not accept liability for any such lost, undelivered, or damaged items.

You acknowledge, United Business Ltd(UBL) cannot be held liable and/or claimed/demanded a compensation in any form for untracked mail in any case and in any circumstances.

You acknowledge, United Business Ltd(UBL) is not liable for delay in the dispatch, transmission or delivery of an item/mail/consignment in any case and in any circumstances.

You acknowledge, Universal Postal Union “Convention Manual” statutes that postal operators shall not be liable for items other than registered services (Article 22 - points 1.2 and 1.3).

You acknowledge, you will be liable to United Business Ltd(UBL) for damage that your shipment and/or postal Items cause – due to reasons imputable to the you – to United Business Ltd(UBL), to persons in the services of United Business Ltd(UBL) and/or third parties engaged by United Business Ltd(UBL) (including Contractors), to company equipment of United Business Ltd(UBL) and/or of these third parties or to other postal items. In the latter case, liability will be limited to the amount of compensation that United Business Ltd(UBL) is liable to pay to third parties and the expenses made by United Business Ltd(UBL) in that respect.

You acknowledge, you shall irrevocably and unconditionally hold United Business Ltd(UBL) (including its employees, servants, agents, contractors, representatives, insurers and re-insurers) fully harmless from and keep United Business Ltd(UBL) (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by you (including your employees, servants, agents, customers, contractors and representatives) of any applicable sanction(s) and/or of the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by you in respect of the postal Items or from any other cause in connection with the postal Items, or the exercise by United Business Ltd(UBL) of any all of its rights.

12. Postal regulations

Under certain postal regulations, it is possible for the postal administration in many countries to levy a surcharge or even to return or refuse to deliver mail. This may happen if, for example, you post mail using the services of a foreign postal administration but you are resident in the country in which the mail is to be delivered (this is called “ABA re-mail”) or if you post mail for delivery in a third country, using the services of a postal administration which is not the postal administration in your country of residence or the country of final delivery (this is called “ABC re-mail”). If any situation occurs where any of your shipments are subject to surcharging, non-delivery, return or even destruction as a result of postal regulations, you will be fully responsible for the consequences and will hold us completely harmless against all costs arising from such action. You will also help us to challenge any such claims if we ask you to do so.

All items in the shipment must fully correspond to the UPU regulations. If you fail to comply with any of the UPU conditions, your ability to claim compensation for any item (in circumstances where you might ordinarily be entitled to compensation) will be lost, despite any of the other sections in this Terms and Conditions which deal with compensation.

13. Data protection

If, in relation to the services, you provide us with personal data (i.e. data which may be linked to files that can be traced back to individual persons) the following terms will apply. If you provide us with personal data, you guarantee that you have complied with all the applicable laws and regulations relating to the protection of privacy and that said laws and regulations permit the provision of this personal data to us and the processing of this data by us. You will indemnify us against claims from third parties that arise as a result of non-compliance with these laws and regulations. We will only perform the tasks as instructed

by you. We will not use the personal data for any other purposes and we will maintain confidentiality in respect of the personal data which we are instructed to process. We shall take adequate technical and organisational measures to protect the personal data against loss or any form of unauthorized processing. We shall be entitled to retain any sub-contractor to perform part or all of the services on our behalf, provided that said sub-contractors apply the same measures as mentioned in this clause.

The contents of postal items handed over unsealed will only be examined insofar as it is necessary for the conveyance, security reasons or, if a postal item is undeliverable, to ascertain the Address of the Sender or the address of the addressee. Sealed postal items will only be opened for examination for the security reasons, where necessary, and in order to ascertain the address of the sender or the address of the addressee, or pursuant to a court order.

14. Disputes

In the event of any dispute between you and us in respect of any service or shipment covered by these General Terms and Conditions, you agree that: these General Terms and Conditions and our agreement will be governed by and construed in accordance with the laws of England without giving effect to the principles of conflict of laws and that, in the event that there is a dispute about these General Terms and Conditions and/or the provision of our services, the dispute will be brought before the courts in Eastbourne, the UK, where our head office is located. There is one exception to this rule. If you have not paid us and we need to collect money from you, you agree that we will be allowed to take legal action in any country where we believe we are able to collect the debt.

15. Where subcontractors or any other third party are used by you

You hereby explicitly acknowledge that we shall not be held liable for any damages or costs as a result of mistakes, incorrect or incomplete instructions, wrongful actions etc. of mailing houses, subcontractors, agents, suppliers or any third party hired/ contracted by you. Notwithstanding the foregoing, we shall furthermore, only follow instructions and accept any formal representation by any of these parties when such party can prove to have a valid power of attorney from you to act and instruct on your behalf or when we receive a written confirmation from you that such party is entitled to act on your behalf and that we shall follow any reasonable instructions from such party.

16. Confidentiality

You agree and undertake: that you will keep all Confidential Information strictly confidential and will not disclose any part of it to any other person, organization or party without the Discloser's prior written consent; This obligation will come into force immediately and will continue in force indefinitely, unless and until terminated in accordance with the mutual written agreement.