t: 01628 680490 e: solutions@total-mail.com w: total-mail.com

Conditions of Contract for Postage and Distribution

1) In these conditions 'prohibited items' means any hazardous or combustible materials, including fluids, paints, acids, chemicals, explosives or radioactive material, firearms or parts thereof, drugs, live or dead plants or animals, perishable or non-perishable foods, cosmetics and liquor, fine arts and antiques, literature or material that may be pornographic, offensive or politically sensitive, precious stones or jewellery including commercial carbons or industrial diamonds, precious metals, gold or silver in the form of bullion, coin, dust, cyanides, precipitates, or any other form, currency (paper or coin) of nationality, negotiable securities, stocks, bonds, certificates, coupons or stamps, negotiable cashiers cheques, money orders or travellers cheques and any consignment the carriage of which is prohibited by any applicable legislation or regulations. For individual country regulations see 'Banned substances worldwide'.

2) Total Mail Ltd. and any subcontract shall be entitled to subcontract on any terms the whole or any part of the carriage.

3) Total Mail Ltd. is authorised to deliver the consignment or any part thereof at such Post Office in such country as it may in its sole discretion decide. No other obligation or liability shall be imposed on or accepted by Total Mail in respect of delivery of the Consignment or any part thereof. In particular Total Mail Ltd. shall not be liable nor shall it be required to indemnify or compensate Sender or refund any moneys paid by Sender to Total Mail Ltd for the consignment or any part thereof arising from any rerouting, rejection, seizures, confiscation, or mishandling of the consignments or any part thereof by any Post Office and/or Customs Authority or persons acting on their behalf on the grounds that the consignment or any part thereof contravenes or is alleged to contravene Article 23 of the 1984 Hamburg Convention of the Universal Postal Union or Article 25 of the Washington Convention of the Universal Postal Union (and any amendment thereof) in any manner or form. Total Mail Ltd. shall take reasonable steps to return to sender any consignment returned to Total Mail by any Post Office and for this purpose Sender expressly authorises Total Mail Ltd to open any such consignment to determine Sender's return address. If Total Mail Ltd. is unable, after reasonable enquiry, to ascertain to whom any consignment should be returned, it may dispose of or deal with such items at its discretion.

4) Total Mail Ltd. shall use all reasonable endeavors to affect customs clearance but shall not be liable for any penalties imposed or loss incurred due to delay by Customs Authorities or due to the consignment being impounded by customs or other authorities and Sender shall indemnify Total Mail Ltd. on demand in respect of any such penalty or loss.

5) a) The charges of Total Mail Ltd. applicable to the consignment shall be those ruling at the date carriage commences as shown in the Published Rates (hereinafter called "The Charges"). The Charges are exclusive of Value Added Tax (or local equivalent) and customs duty shall be added to The Charges if applicable. The Charges are subject to change up to the date upon which carriage commences without prior notice.
b) The Charges shall be deemed fully earned on completion of project and shall be payable and non-refundable in any event.
c) Service invoices are payable within 28 days of the Invoice date and Sender agrees that it will not defer or withhold payment pursuant to any Invoice or deduct any amount from the account of Total Mail Ltd. by reason of any claim it may allege against Total Mail Ltd.

6) Sender expressly warrants to Total Mail Ltd that :
a) The particulars relating to the Consignment as shown on the relevant paperwork stipulating collection date (including the declared value for customs) are correct and that the Consignment is accurately labeled and addressed to enable effective delivery to be made without delay.
b) The Consignment does not contain any Prohibited Item.

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c) The items comprising the Consignment tendered for carriage are not volatile spirits or explosive goods which may become dangerous inflammable, or offensive (including radioactive materials) or which are or may become liable to danger any property whatsoever.
If, in the opinion of Total Mail Ltd. any such item is or is liable to become dangerous, inflammable, explosive, volatile, offensive or of a damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by Total Mail Ltd. or it's agent without compensation to the Sender and without prejudice to the right of Total Mail Ltd. to recover any charges or expense hereunder. In each and every case the Sender shall be liable for all loss and damage caused thereby.
d) It has complied with all laws and regulations relating to the nature, contents, packaging, Labeling, place of origin or howsoever otherwise relating to the Carriage and that the Consignment is packed in a manner adequate to withstand the ordinary risk of carriage having regard to its nature.
e) If the consignment comprises in whole or part Documents for the Total Mail Ltd. service such documents have neither commercial value nor customs value in the country of destination.

7) Sender indemnifies Total Mail Ltd. against any liability whatsoever resulting from or arising out of the breach of any warranty set out in clause 9.

8) In any event subject to clause 4 hereof no claim in respect of loss or damage or delay to any consignment or any part thereof may be made unless notice of the claim is lodged in writing at an office of Total Mail Ltd. in the country where Carriage commenced within twenty one (21) days after delivery was affected or would in the ordinary course of business have been effected. If no claim is made within the time aforesaid no action shall lie against Total Mail Ltd. In any event Total Mail Ltd. shall be discharged from all liability whatsoever in respect of the Consignment unless suit is brought within three (3) months from delivery or from date on which in the ordinary course of business delivery would have been affected.

9) Requests for work to be undertaken should be confirmed no less than 7 working days prior to commencement.

10) Postage dues shall be paid prior to distribution unless an alternative agreement has been made with Total Mail Limited in which case the cost will either be based upon the client company tariff and payment terms in force at the time of posting or agreed prior to distribution based on the data offered by the client for pricing. In all cases the payment terms must be strictly adhered to.

FOR AND ON BEHALF OF: Total Mail Ltd.	FOR AND ON BEHALF OF:
NAME	NAME
TITLE	TITLE
DATE	DATE
WITNESS	WITNESS

Note that these conditions of contract must be signed by the individuals of the above mentioned companies that have official signatory or power of attorney.