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PEARL XPRESS MAY MAKE FUTURE CHANGES OR MODIFICATIONS TO SUCH TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE, AND YOUR SUBSEQUENT VIEWING OR USE OF PEARLXPRESS.CO.UK WILL CONSTITUTE YOUR AGREEMENT TO THE CHANGES AND MODIFICATIONS. THERE MAY BE ADDITIONAL TERMS AND CONDITIONS PROVIDED THROUGHOUT PEARLXPRESS.CO.UK GOVERNING YOUR USE OF PARTICULAR FUNCTIONS, FEATURES, INFORMATION AND APPLICATIONS AVAILABLE THROUGH PEARLXPRESS.CO.UK.

Section 1. Definitions

Content: information, graphics, products, features, functionality, services, and links on Pearlxpress.co.uk,

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Section 2. Use of Pearlxpress.co.uk

Pearlxpress.co.uk is provided solely for the use of current and potential Pearl Xpress customers to interact with Pearl Xpress and may not be used by any other person or entity, or for any other purpose. Specifically, all shipping, tracking, rating, receiving Pearl Xpress invoices and remitting payment using electronic funds transfer ("EFT"), drop-off location, identifying and preparing international documents, estimating duties and taxes, and other information and services may only be used by current and potential Pearl Xpress customers for their own shipments. Unless indicated otherwise in the terms of use of a specific interactive feature on Pearlxpress.co.uk, the use of Pearlxpress.co.uk to provide information to or prepare shipments by or for the benefit of third-party shippers is expressly prohibited. The use of automated dial-in or inquiry devices to obtain

information through Pearlxpress.co.uk is strictly prohibited.

Pearl Xpress does not accept ideas, concepts, or techniques for new services or products through Pearlxpress.co.uk. If such information is received, it will not be considered confidential and Pearl Xpress will be deemed free to use, communicate and exploit such information in any manner it chooses.

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Section 3. Pearlxpress.co.uk Login Registration

You may choose to register on Pearlxpress.co.uk to access interactive features on Pearlxpress.co.uk.

By registering on Pearlxpress.co.uk, (this feature is in development) You agree to provide accurate and current information about Yourself as prompted by the Pearlxpress.co.uk Login Registration pages and maintain and promptly update Your online profile information to keep it accurate and current.

When you register using Pearlxpress.co.uk Login Registration, you will select a user ID and password. You are responsible for maintaining the confidentiality of the password and user ID, and you are responsible for all activities that occur under Your password and user ID. You agree to (a) immediately notify Pearl Xpress of any unauthorized use of Your user ID and password, and (b) ensure that You exit from Your Pearlxpress.co.uk session at the end of each visit.

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Section 4. Changes to Pearlxpress.co.uk

Pearlxpress.co.uk and its Content, may be changed, deleted or updated at any time without notice.

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Section 5. Termination of Use

Pearl Xpress may discontinue, suspend or modify PearlXpress.co.uk at any time without notice, and Pearl Xpress may block, terminate or suspend Your and any user's access to PearlXpress.co.uk at any time for any reason in its sole discretion, even if access continues to be allowed to others.

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Section 6. Ownership

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Section 7. Disclaimer of Warranty

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RESULTS OF CUSTOMER'S USE OF SHIP MANAGER OR GLOBAL TRADE MANAGER IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY PEARL XPRESSOR AN AUTHORIZED REPRESENTATIVE OF PEARL XPRESS SHALL CREATE A WARRANTY.

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Section 8. Limitation of Liability

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Section 9. Indemnity

You agree to defend, indemnify and hold harmless Pearl Xpress, its parent and affiliate companies and their respective officers, directors, employees, agents and representatives from any and all claims (i) arising out of Your breach of any of these terms and conditions, and any of Your activities conducted in connection with this site.

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Section 10. Pearl Xpress Service Guide

The terms and conditions for using Pearl Xpress delivery and related services are contained in the most current version of the Pearl Xpress Service Guide, which is available by request. The most current version of the Pearl Xpress Service Guide will control in the event of any conflict

between any Pearl Xpress delivery or related service information on Pearlxpress.co.uk and the delivery or related service information contained in the most current version of the Pearl Xpress Service Guide.

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Section 11. Links to other web sites

There are links on the Pearlxpress.co.uk site that allow You to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by Pearl Xpress. Pearl Xpress makes no representations concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites.

Pearl Xpress has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it.

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Section 12. Privacy Policy

The [Pearl Xpress Privacy Policy](#) governs the use of information acquired from You through Pearlxpress.co.uk.

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Section 13. Export

You assume all responsibility for compliance with all laws and regulations of the UK and any other country/territory from which You may access Pearlxpress.co.uk regarding access, use, export, re-export and import of any Content appearing on or available through Pearlxpress.co.uk.

You acknowledge and agree that you will not export or import any Content to any country/territory to which export or import is restricted under UK law, that You are not a national of any such country/territory, you are not a Denied Party listed on the UK. Denied Persons List, you are not a Special

Designated National on the UK Treasury Department's list of Specially Designated Nationals, and that the Content will not be used in the design, development or production of nuclear, chemical or biological weapons.

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Section 14. Controlling Law and Severability

This Agreement and Your use of PearlXpress.co.uk is governed by and construed in accordance with the laws of the UK. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible.

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Section 15. Terms of Carriage

(i) Pearl Xpress uses Pearl Xpress as their main courier and will be subject to the Pearl Xpress T&Cs on their Website Pearl Xpress.com. Customer agrees that domestic and international carriage by Pearl Xpress of any shipments tendered to Pearl Xpress shall be in accordance with the terms, conditions and limitations of liability set out on the NON NEGOTIABLE Air Waybill, Label, Manifest, or Pick-Up Record (collectively "Shipping Documentation") and as appropriate any transportation agreement between Customer and Pearl Xpress covering such shipment and in any applicable tariff, Service Guide or Terms and Conditions of Carriage, copies of which are available upon request, and which are incorporated into this Agreement by reference. If there is a conflict between the Shipping Documentation and any such document then in effect or this Agreement, the transportation agreement, tariff, Service Guide, Terms and Conditions of Carriage, or this Agreement will control, in that order of priority. If a shipment originates outside the UK the contract of carriage is with the Pearl Xpress subsidiary, branch, or independent contractor who originally accepts the shipment. Unless otherwise provided herein, the Terms and Conditions of Carriage of the origin country / territory apply to all shipments. Your use of Global Trade Manager shall not alter Your responsibility for the preparation and accuracy of shipping documentation including import/export forms.

(ii) In the event Customer uses Pearl Xpress to process shipments tendered to Pearl Xpress for delivery to locations outside the UK or country/territory of shipment origin, Customer will, at Customer's sole expense, assure that the terms and conditions of international carriage supplied by Pearl Xpress from time to time (and which may be amended or modified from time to time at Pearl Xpress's sole discretion) are placed on the Shipping Documentation as may be instructed by Pearl Xpress, for all such international shipments. Customer will defend, indemnify and hold harmless Pearl Xpress, its officers, directors, employees and agents from and against any and all losses, damages, claims and other items of cost and expense arising out of Customer's failure to apply the international carriage terms to the Shipping Documentation for such international shipments, including without limitation claims from the recipient of any shipment, and Customer's failure to follow Pearl Xpress instructions in regard to the placement of the terms on the Shipping Documentation for such international shipments.

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Section 16. Address Book

Subject to the terms listed here, addresses will remain in Your Address Book as long as You use SHIP MANAGER. If You do not use SHIP MANAGER for a period of 6 months, Pearl Xpress will delete Your addresses.

The Address Book is a feature provided free of charge by Pearl Xpress. You should maintain a back-up copy of Your addresses as Pearl Xpress will not be responsible for the loss of addresses contained in the Address Book. Pearl Xpress may modify or terminate this feature at any time for any reason.

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Section 18. Courtesy Rate Quote

The courtesy rate reflected by the Courtesy Rate Quote on Pearl Xpress Ship Manager, if shown, may be different than the actual charges for Your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable Pearl Xpress Service Guide or the Pearl Xpress Rate Sheets for details on how shipping charges are calculated.

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Section 19. H.M. Customs and Excise Forms

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Section 20. Pearl Xpress Electronic Trade Documents

THE FOLLOWING TERMS OF USE GOVERN YOUR USE OF Pearl Xpress ELECTRONIC TRADE DOCUMENTS. YOU'RE VIEWING OR USE OF THIS SITE CONSTITUTE YOUR AGREEMENT, ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (HEREINAFTER "YOU" OR "YOUR"), TO ALL OF THE TERMS AND CONDITIONS PROVIDED BELOW.

PEARL XPRESSMAY MAKE FUTURE CHANGES OR MODIFICATIONS TO SUCH TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE, AND YOUR SUBSEQUENT VIEWING OR USE OF THIS SITE WILL CONSTITUTE YOUR AGREEMENT TO THE CHANGES AND MODIFICATIONS.

1. Acknowledgment of Agreement with Pearl Xpress Software or Web-based Shipping Platform End User License Agreement or Terms of Use and Conditions of Carriage. Prior to accessing Pearl Xpress Electronic Trade Documents, you acknowledge that You have accepted the Terms of Use or the End User License Agreement for the applicable Pearl Xpress internet-based shipping application or Pearl Xpress shipping software and agree

with said Terms of Use or End User License Agreement. You also agree that all shipments are subject to the Conditions of Carriage as published by Pearl Xpress in the applicable Service Guide or Standard Conditions of Carriage on www.PearlXpress.co.uk.

2. Agreement to Use Electronic Trade Documents Instead of Printed Documents. By utilizing Pearl Xpress Electronic Trade Documents, you authorize Pearl Xpress to ship Your international shipments using electronic documents instead of printed documents, including but not limited to the applicable commercial invoice, pro forma invoice, and export certificate of origin.

3. Agreement to Provide Information, Letterhead and Signature Image. By utilizing Pearl Xpress Electronic Trade Documents, you agree to provide Pearl Xpress with all information necessary to ship Your international packages, including but not limited to package level detail information, Your company letterhead and a signature image for You or an authorized representative of Your company.

4. Accuracy of Information. You represent, warrant and covenant that any information provided by You to Pearl Xpress shall be true, accurate and complete.

5. Validity of Letterhead. You represent, warrant and covenant that the letterhead provided by You to Pearl Xpress for use in executing electronic trade documents on Your behalf shall be a valid letterhead and that You possess the necessary right, title and interest in the letterhead to authorize Pearl Xpress to use the letterhead to execute electronic trade documents on Your behalf.

6. Validity of Signature Image. You represent, warrant and covenant that any signature image provided by You to Pearl Xpress for use in executing electronic trade documents on Your behalf shall be of a valid signature by a person authorized by You or Your company to ship with Pearl Xpress and execute shipping-related documents on Your company's behalf, and shall be sufficient to constitute Your signature.

7. Authorization for Pearl Xpress to Use Information. For any electronic trade documents completed by Pearl Xpress on behalf of You or Your company, you authorize Pearl Xpress to use the information provided by You to ship Your international packages, including but not limited to package level detail information, Your company letterhead and Your

signature image or a signature image of an authorized representative of Your company.

8. Original Documentation May Be Required for Some Shipments. You acknowledge that applicable customs laws, rules and regulations may require additional documentation for certain commodities, values or quantities and/or require that original hardcopy commercial invoices, licenses, permits, declarations, forms, certificates or other documentation accompany the shipment. You agree that it is Your responsibility to include all required documentation (including, without limitation, original hardcopy documentation) with any shipment You send using Pearl Xpress Electronic Trade Documents.

9. Indemnification. You will, at Your sole cost and expense, defend, indemnify and hold harmless Pearl Xpress, its parent corporation, subsidiaries, affiliated companies and their respective officers, directors, employees, agents, successors, and assigns from all claims, demands, suits, damages, costs, expenses, fines and judgments, including reasonable attorneys' fees (hereinafter collectively "Claims"), arising out of Pearl Xpress's use of the information provided by You, including but not limited to package level detail information, Your company letterhead and Your signature image or a signature image of an authorized representative of Your company. Pearl Xpress may intervene and assume its defence in any such claims, at its expense and in its sole discretion. You will not settle any action relating to any Claim that involves Pearl Xpress without the prior written consent of Pearl Xpress.

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Section 21. Pearl Xpress Reporting

THE FOLLOWING ADDITIONAL TERMS OF USE GOVERN YOUR USE OF PEARL XPRESS® REPORTING. YOUR VIEWING OR USE OF THIS SITE CONSTITUTES YOUR AGREEMENT, ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (HEREINAFTER "YOU" OR "YOUR"), TO ALL OF THE TERMS AND CONDITIONS PROVIDED BELOW.

PEARL XPRESS MAY MAKE FUTURE CHANGES OR MODIFICATIONS TO SUCH TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE, AND

YOUR SUBSEQUENT VIEWING OR USE OF THIS SITE WILL CONSTITUTE YOUR AGREEMENT TO THE CHANGES AND MODIFICATIONS.

1. Information. Pearl Xpress possesses certain proprietary and confidential Information regarding customers' shipping activity with Pearl Xpress. You have the non-exclusive royalty-free right and license to use the Information and any related documentation (collectively the "Information") provided by Pearl Xpress for the purpose of analysing your shipping activity with Pearl Xpress and Pearl Xpress affiliated companies.

2. Use. You may desire to obtain the Information to review Your activity with Pearl Xpress. You will use the Information solely to analyse trends in Your shipping activity with Pearl Xpress. You will follow any instructions provided by Pearl Xpress from time to time regarding access and use of the Information.

3. Confidentiality. You will hold all Information in strict confidence, will not use it other than in connection with the rights granted under this Agreement and will cause Your employees to be bound by the same obligations of confidentiality to which You are bound under this Agreement. You will not provide access to or communicate the Information in any form to any third party without prior written consent from Pearl Xpress.

4. Termination. Pearl Xpress may cease providing the Information at any time and is not obligated to provide any Information either in whole or in part.

5. Shipments. All shipments, and any claims in regard to such shipments, must be made in accordance with the [Pearl Xpress Express Terms and Conditions of Carriage for Europe](#).

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Section 22. Pearl Xpress Online Account Conditions

1. These Online Account Conditions apply to Pearl Xpress Online Accounts that are opened at PearlXpress.co.uk for customers based in the United Kingdom and by registering and opening a Pearl Xpress Online Account you are deemed to have agreed to and accepted these Online Account Conditions.

General

2. You agree that Pearl Xpress will provide a rate for transportation of your shipment (and if applicable any surcharges (fuel or otherwise), special handling fees, duties, taxes or other ancillary amounts) to you for the Pearl Xpress International Services and/or you wish to book, the amount of which will depend upon the place of collection, delivery and if applicable weight.
3. For Pearl Xpress International Services Pearl Xpress Ship Manager will use the rates for transportation advertised on PearlXpress.co.uk with the currently applicable level of discount that is applied to a Pearl Xpress Online Account as may be amended from time to time. Unless otherwise stated, no discounts are applied to any applicable surcharges, special handling fees, duties, taxes or other ancillary amounts that may be applicable.
4. You agree that the discounted rate(s) quoted by Pearl Xpress Ship Manager may not be used in combination with any other discounts, discount program or through a Pearl Xpress authorised representative.
5. You agree that the credit card details supplied by you to Pearl Xpress as part of the Pearl Xpress Online Account opening process, or as may be amended from time to time will be used by Pearl Xpress and/or Pearl Xpress (as applicable) to charge you for the rates for transportation and all other amounts that Pearl Xpress Ship Manager quotes for the relevant Pearl Xpress Services and/or Pearl Xpress Services.
6. The Pearl Xpress Account is not appropriate for use by and you agree that you or the business you represent are not a logistics services provider, third party reseller, or middleman. You agree not to send third party shipments using Pearl Xpress Services or Pearl Xpress Services.
7. You agree that Pearl Xpress may at any time (with or without notice) (i) terminate or temporarily suspend access to Pearl Xpress Ship Manager and/or the rate(s) made available via the Pearl Xpress Online Account each in full or partially; (ii) change the rate(s) made available via the Pearl Xpress Online Account or as published on PearlXpress.co.uk; and (iii) introduce or change any surcharges (including but not limited to a fuel surcharge) that may apply to the Pearl Xpress International Services and/or the Pearl Xpress Services.

8. Pearl Xpress reserves the right to amend these Online Account Conditions from time to time at any time with or without notice.
9. You agree that Pearl Xpress may from time to time, with or without notice assign all or any part of its rights and delegate its duties under or in connection with your Pearl Xpress Account, these Online Account Conditions, the Pearl Xpress Services and/or the Pearl Xpress Services to any directly or indirectly owned subsidiary or affiliate of Pearl Xpress
- 10.

These Online Account Conditions shall be governed by the laws of England and the English courts will have exclusive jurisdiction to settle any disputes arising out of or in connection with these Online Account Conditions, the Pearl XpressInternational Services and/or the Pearl XpressUK Services.

Pearl Xpress Services

11. You agree and acknowledge that Pearl Xpress Services are provided by Pearl Xpress and that shipments sent using a Pearl Xpress Account are subject to the Pearl Xpress Terms and Conditions for Carriage for Europe as may be amended from time to time (the '**International Conditions of Carriage**'). In the event of a conflict between the International Conditions of Carriage and these Online Account Conditions, these Online Account Conditions will take precedence.
12. You agree and acknowledge that in respect of Pearl Xpress Services by clicking 'finalise shipment' when using Pearl Xpress Manger that you agree (i) to pay the rate(s) for transportation and all other amounts quoted by Pearl XpressShip Manager; (ii) that payment will be made to Pearl XpressExpress; (iii) the contract for carriage for the shipment will be with Pearl XpressExpress, which will commence when the shipment is handed over to and accepted for carriage by Pearl XpressExpress; and (iv) the shipment is subject to the International Conditions of Carriage.
13. You agree and acknowledge that additional surcharges, taxes and other amounts as published on PearlXpress.co.uk may be imposed after you click 'finalise' shipment and complete the booking of the shipment in accordance with the International Conditions of Carriage, including but not limited to shipments that exceed the maximum package weight or size dimensions for the relevant Pearl XpressInternational Service.

14. You agree and acknowledge that in respect of Pearl XpressInternational Services a Pearl XpressOnline Account may only be used for the import or export of your shipments (or the shipments of the business you represent) into or out of the country which the Pearl XpressOnline Account is linked to. For the avoidance of doubt this means that the Pearl XpressOnline Account cannot be used to book Pearl XpressInternational Services in respect of a third party's shipments located in another country which will not transit into or out of the country which your Pearl XpressOnline Account is linked to.
15. You agree that you will not use your Pearl XpressOnline Account to book Pearl XpressInternational Services to ship:
 - A. alcohol or alcoholic beverages;
 - B. any other items that are prohibited or restricted by the International Conditions of Carriage, law or the Pearl XpressService Guide;
 - C. knives, blades or e-cigarettes.
16. The Pearl XpressOnline Account qualifies for a 50% (fifty percent) discount off the fuel surcharge for Pearl XpressInternational Services published on PearlXpress.co.uk. Pearl XpressShip Manager will confirm the level of fuel surcharge applicable to each shipment prior to finalising the shipment which will be the surcharge that you agree to pay.

Pearl XpressUK Services

17. You agree and acknowledge that Pearl XpressUK Services are provided by Pearl XpressUK and that shipments sent are subject to the Pearl XpressExpress Terms and Conditions for Carriage for Europe as supplemented by the Pearl XpressUK Addendum to the Pearl XpressExpress Terms and Conditions of Carriage for Europe each as may be amended from time to time (together the '**UK Conditions of Carriage**'). In the event of a conflict between the UK Conditions of Carriage and Online Account Conditions, these Online Account Conditions will take precedence.
18. You agree and acknowledge that in respect of Pearl XpressUK Services by clicking 'finalise shipment' when using Pearl XpressShip Manger that you agree (i) to pay the rate(s) for transportation and all other amounts quoted by Pearl XpressShip Manager; (ii) that payment will be made to Pearl XpressUK; (iii) the contract for carriage for the shipment will be with Pearl XpressUK, which will commence when the shipment is handed over to and accepted for carriage by Pearl XpressUK; and (iv) the shipment is subject to the UK Conditions of Carriage.

19. You agree and acknowledge that additional surcharges, taxes and other amounts as published on PearlXpress.co.uk may be imposed after you click 'finalise' shipment and complete the booking of the shipment in accordance with the UK Conditions of Carriage, including but not limited to shipments that exceed the maximum package weight or size dimensions for the relevant Pearl XpressUK Service. In addition if the average parcel weight in a shipment exceeds 25kg you agree to pay the then current per package charge for each kg in excess of 25kg as published on PearlXpress.co.uk (referred to as parcel abuse).
20. You agree that you will not use your Pearl XpressOnline Account to book Pearl XpressUK Services to ship:
- A. dangerous goods of any kind;
 - B. alcohol or alcoholic beverages;
 - C. any other items that are prohibited or restricted by the UK Conditions of Carriage, law or the Pearl XpressService Guide;
 - D. shipments that are not to be either delivered to or collected from an address that is linked to your Pearl XpressOnline Account
 - E. E. knives, blades or e-cigarettes.
21. You agree that Pearl XpressUK Services may only be used for shipments that are to be delivered to or collected from the address that your Pearl XpressOnline Account is linked to.

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