

General Terms and Conditions of One World Express Inc. Ltd

International Transport and Delivery Services

1. Definitions

“OWE” means One World Express or One World Express Inc. Ltd

“GTC” means these General Terms and Conditions of OWE.

“Parties” refers to Sender and One World Express Inc. Ltd, and “Party” refers to each of Sender and One World Express Inc. Ltd.

“Sender” means the party receiving delivery services from OWE in accordance with a respective agreement.

“Recipient” means the addressee to whom the Shipment is sent.

“Shipment” means one or more mail or parcel items containing goods or press items or dialogue marketing material or other items or materials which the Sender hands over to One World Express Inc. Ltd and which may be transported and delivered by any means of transport selected by One World Express Inc. Ltd, whether by air, road or any other means of transport. Each such shipment is transported under limited liability pursuant to these GTC.

“E-Commerce Related Services” mean E-Facilitation and E-Fulfilment Services as offered by One World Express Inc. Ltd.

“E-Facilitation Services” include but is not limited to web-shop or store management, including program and order management services as well as operation and maintenance of customer’s web-shop or store, including product listing, online sales, customer relationship management, customer service support and coordination of contacts with third party service providers as individually agreed between the Parties.

“E-Fulfilment Services” include but is not limited to storage and fulfilment services as individually agreed between the Parties.

“Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air.

“Warsaw Convention” is the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed on 12 October 1929.

“UPUC” stands for Universal Postal Convention and the supplementary documents as applicable in the latest version.

“Prohibited Goods” have the meaning as defined in Section 4 of these GTC.

2. Scope

(1) These GTC shall apply to all agreements between One World Express Inc. Ltd and the Sender regarding the transport and delivery of Shipments and any possible ancillary E-Commerce Related Services, unless otherwise agreed in writing by One World Express Inc. Ltd.

(2) As a part of the E-Commerce Related Services, One World Express Inc. Ltd may provide links to websites operated by third parties. One World Express Inc. Ltd is not responsible for the collection or processing of personal data or the operation or contents of such third-party sites. Users should check the terms of use and privacy policies of such websites prior to use.

(3) The Sender agrees to be bound by the GTC at the time of account opening. Any revisions to the GTC will be posted at www.oneworldexpress.com or may be obtained from One World Express Inc. Ltd directly upon request. The Sender's continued use of OWE e-Commerce's services including but not limited to transport and delivery of Shipments, E-Commerce Related Services or of any One World Express Inc. Ltd. website shall constitute the Sender's agreement to the revised version of the GTC, and the Sender also agrees to abide by the terms of use and privacy policy posted at www.oneworldexpress.com.

(4) The Sender's general terms and conditions shall not apply and are herewith explicitly excluded, even if One World Express Inc. Ltd has accepted the Shipment without any express objection. Any terms and conditions which amend or modify these GTC shall be agreed in writing between the Parties.

3. Agreements and Services

(1) Contracts regarding transport and delivery of Shipments are concluded between the Sender and One World Express Inc. Ltd, either in written form or by way of hand-over of the Shipment and acceptance of the same for transport and delivery in accordance with these GTC.

(2) One World Express Inc. Ltd accepts Shipments for transport and delivery from the Sender at the sites of One World Express Inc. Ltd, or picks up such Shipments at agreed sites of Sender, in order to deliver such Shipments to the Recipient directly or have them delivered by another service provider.

(3) The Sender shall label the Shipment correctly and provide all necessary details to enable One World Express Inc. Ltd to perform the services including transport and delivery, settling of damages claims and/or return of the Shipment, as the case may be.

(4) One World Express Inc. Ltd will accept special instructions from the Sender for Shipments only if these instructions are notified in the agreed form or in a separate agreement between the Parties. One World Express Inc. Ltd. is not obliged to comply with any special instructions if these are issued only after the Shipment has been handed over for transport and delivery.

(5) The Sender agrees to all routing and diversion, including the possibility that the Shipment will be transported via intermediate stops, at the sole and absolute discretion of One World Express Inc. Ltd.

4. Shipments

(1) One World Express Inc. Ltd shall only undertake the transport and delivery of a Shipment within the following commodity categories under these GTC:

1. Handicraft Items/Products. In case of any doubt about a product being a handicraft product, a certificate from Development Commissioner (Handicraft) shall be required.
2. Handloom Products.
3. Books/Periodicals.
4. Leather Footwear.
5. Toys.
6. Customised Fashion Garments, which is defined as garments that are made on specific request/order and tailored/manufactured accordingly.

(2) One World Express Inc. Ltd shall not undertake the transport and delivery of any Shipment which contains Prohibited Goods (as defined below). Prohibited Goods include, but are not limited to the items listed below, and as may be updated from time to time by One World Express Inc. Ltd (the latest updated list is available at www.oneworldexpress.com)

1. Shipments the content, external form, transportation or storage of which violates a statutory prohibition or a prohibition by a public authority, in particular – but without limitation – regulations regarding export, import or customs law of the countries of origin, destination or transit, or goods for which special equipment (e.g. for temperature-controlled goods), safety precautions or authorizations are required;
2. Shipments or items the transportation of which is prohibited or is subject to special restrictions under UPUC, International Air Transport Association (IATA) or International Civil Aviation Organisation (ICAO) rules;
3. Shipments the transportation and/or storage of which is subject to hazardous goods regulations, including but not limited to goods that are not completely free from restrictions under current IATA and ICAO hazardous goods regulations;
4. Shipments the content of which violates intellectual property rights (IP), including forged, counterfeit or unlicensed copies of products (brand and trademark piracy) or those with Direct representation in the destination country which requires a licence or import authority;
5. Shipments the content or external characteristics of which may or could cause death or injury to or infection of persons, animals or damage to property;
6. Shipments containing live animals or human remains; with the exception of invertebrates if and where permitted under the provisions of the UPUC such as queen bees only by approval and not by default;
7. Shipments containing narcotics or intoxicants;

8. Shipments containing cash or other methods of payment, precious metals, works of art, jewellery, watches, precious stones or other valuables or securities (unless otherwise agreed by One World Express Inc. Ltd in its sole and absolute discretion);

9. Unfranked or insufficiently franked Shipments and Shipments transported without a valid delivery label created via the One World Express IT platform “Smarttrack”, indicia or posted with the intention of fraudulently obtaining the transport service without paying for it;

10. Shipments that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition, blades or any items which may be banned for import to the destination country or a licensable item; and

11. Shipments which contain obscene or pornographic articles or banned products of a similar nature.

(3) The Sender warrants, agrees or certifies that the Shipment does not contain any Prohibited Goods and has been correctly packaged and is appropriately protected. Notwithstanding any other rights of One World Express Inc. Ltd, the Sender shall indemnify One World Express Inc. Ltd from any liability for third-party claims resulting from the transportation or delivery of Prohibited Goods or other inadmissible or unlawful goods. The contractual liability of One World Express Inc. Ltd for its own conduct and that of its agents or subcontractors remains unaffected.

(4) The Sender undertakes to indemnify One World Express Inc. Ltd promptly upon first demand against any loss or damages arising out of any alleged third-party claims and any other loss or damage that One World Express Inc. Ltd incurs as a result of the transportation or delivery of the Prohibited Goods. The indemnity by the Sender shall also cover the expenses incurred by One World Express Inc. Ltd in connection with the provision of information, confiscation by the customs authorities or border seizure which are required by law or have been ordered by a court or a government authority.

(5) If a Shipment contains Prohibited Goods or the Shipment – because of its nature (size, format, weight, contents, etc.) or for other reasons – does not comply with Section 4(3) above or with the other provisions of these GTC, One World Express Inc. Ltd shall be entitled to:

1. refuse acceptance of the Shipment;

2. if the Shipment has already been handed over, abandon it, dispose of it, hand it over to the relevant authorities, return it or store it until its collection and to invoice the Sender for any additional costs incurred as a result of taking any of the aforementioned measures; or

3. transport the Shipment without notifying the Sender and, if necessary and/or required by law, to choose a different route (e.g. by road and sea instead of by air freight as planned) and to invoice the Sender for any additional costs incurred as a result, without incurring any liability to the Sender, Recipient or any other third party.

4. One World Express Inc. Ltd shall also be entitled to exercise the rights referred to in the paragraph above if it suspects that the Shipment contains Prohibited Goods or that there are any breaches of contract and the Sender fails to comply with One World Express Inc. Ltd’s request to supply additional documentation or information relating to the goods.

5. One World Express Inc. Ltd, its partners and providers may at any time check the validity of the data provided by the customer for the goods. If this data is found to be fraudulent, inaccurate or inappropriate for export or import the goods may at their discretion be returned, destroyed or re-billed to correct any error or discrepancy up to a period of six (6) months from the date of hand over without notification.

(6) OWE is not obliged to check whether a Shipment contains Prohibited Goods. However, One World Express Inc. Ltd shall be entitled to open a Shipment and to inspect the contents if it suspects that the Shipment contains Prohibited Goods. In addition to the foregoing, One World Express Inc. Ltd has the right to open and inspect a Shipment without notice for security or customs or other valid reasons. Further, One World Express Inc. Ltd carries out regular checks in accordance with the applicable statutory aviation security regulations and if goods which may not be transported by air are found, or if there is reason to suspect that these goods ought not to be transported by air, OWE shall be entitled to transport the goods by land or sea, notwithstanding its other rights under Section 4(5).

5. Customs Clearance and Customs Regulations

(1) The Sender is obliged to comply with the applicable import and export regulations and the customs regulations of the country of origin, destination and transit. The Sender shall complete the necessary accompanying documents (customs declaration, export licenses, KYC etc.) truthfully and completely, and shall hand these over in advance of export in some cases and with the Shipment at the time of export electronically (data) and physically on the package with at least three physical copies provided (invoice and other relevant documentation).

(2) One World Express Inc. Ltd does not assume any liability for the content of the Shipment and the accompanying documents, even if these are prepared by or on behalf of One World Express Inc. Ltd upon the Sender's request. The Sender remains solely responsible for all risks and consequences of importing and exporting goods. This shall apply independently of the grounds on which the dispatch is restricted or prohibited, either by applicable statutory provisions or is restricted or excluded under these GTC or other contractual provisions. Sections 2(3) and 4(4) remain unaffected.

(3) The Sender shall indemnify One World Express Inc. Ltd from third-party claims arising from or in connection with violations against the provisions specified in this Section 5.

6. Delivery and Non-Deliverable Shipments

(1) The Shipments shall be delivered to the Recipient's address specified by the Sender, though not necessarily personally to a Recipient named in person. Shipments to addresses with central mail departments shall be delivered to these departments and those going to non-regular addresses or Military addresses such as BFPO (UK) APO, DPO, FPO (US), will be subject to additional surcharges and longer transit times and tracking options will be limited to the point of hand over to these addresses.

(2) If necessary for the return of undeliverable Shipments, the Sender agrees that a corresponding return label as per One World Express Inc. Ltd.'s requirements shall be attached to such Shipment. The Sender shall use best efforts to assist One World Express Inc. Ltd in returning such Shipment and particularly to furnish all necessary customs documents and all other documents and information which may be required for the return.

(3) If the Recipient refuses to accept a Shipment or refuses to make payment, One World Express Inc. Ltd shall be entitled to release, sell, destroy or otherwise dispose of such Shipment without incurring any liability to the Sender, Recipient or any other third party, provided that OWE has made reasonable efforts to return such Shipment at the expense of the Sender or if applicable law prohibits or prevents the return of such Shipment to the Sender.

(4) Unless special instructions are issued in accordance with Section 3(4), if an undeliverable Shipment is returned in accordance with Sections 6(2) and 6(3), One World Express Inc. Ltd reserves

the right to determine the timeframe for, the manner (i.e. whether individually or on a consolidated basis) and the mode of transport for such returned Shipment.

7. Charges

- (1) The Sender shall pay to One World Express Inc. Ltd the agreed charges for the agreed services.
- (2) All prices indicated are net prices and are exclusive of any taxes, customs duties and fees. Such taxes, customs duties and fees shall be invoiced to and payable or reimbursable by Sender.
- (3) All invoices shall be due and payable by the Sender, without deduction or set-off, within the credit period granted by One World Express Inc. Ltd. even if the invoice is under query.
- (4) In case of non-payment by the Sender of any outstanding amount, One World Express Inc. Ltd shall be entitled to suspend any or all of the services, charge interest on all overdue amounts from the due date until payment and/or exercise such other right or remedy in respect of such outstanding amount.
- (5) In the event that the Sender's original choice of service and/or product is no longer applicable or available for any reason, One World Express Inc. Ltd reserves the right to select the next best available or appropriate service and/or product in respect of the Sender's Shipment and the charges for the service and/or product actually performed shall constitute the charges for the said Shipment even if this service has no pre-agreed rate or cost assigned – no special rate is applied, full retail rate is applied in such cases.
- (6) OWE reserves the right to charge based on the higher of actual or volumetric weight per piece and any Shipment may be re-weighed and re-measured by One World Express Inc. Ltd to confirm this calculation. This is referred to as "chargeable weight" and may be billed on a separate invoice - This is non-negotiable and there will be no query accepted on this.

8. Liability

- (1) One World Express Inc. Ltd's liability for any and all services is strictly limited to direct loss and damage to a Shipment only and to the limits of liability set out in this Section 8. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to One World Express Inc. Ltd's attention before or after acceptance of the Shipment.
- (2) One World Express Inc. Ltd's liability in respect of any one international Shipment is limited as follows:
 1. For OWE Domestic and International Services, OWE's liability shall be limited to the Shipment's declared value in line with the serviced product which will be available. Each liability will be defined in the standard pre-agreed rates and shall not exceed the standard maximum liability of One World Express Inc. Ltd. Worldwide or the carriers' liability in the local currency at the manufacture cost of the item (not retail sale value) which must have proof in the form of a bank statement, manufacturer supply invoice or other necessary financial evidence.
 - (2) If Sender regards the limits set out in Sections 8(2)(1) and 8(2)(2) as insufficient it must either request for Shipment Value Protection or Insurance as described in Section 8(4) below (which will entail the payment of a supplementary charge) or make its own insurance arrangements.

(3) All claims must be submitted in writing to One World Express Inc. Ltd within the time frames set out below, failing which One World Express Inc. Ltd shall have no liability whatsoever:

1. For OWE Domestic and International Services, all claims must be submitted in writing to One World Express Inc. Ltd within fourteen (14) days from the date that One World Express Inc. Ltd accepted the Shipment.

2. For Shipments covered by Shipment Value Protection (insurance), all claims must be submitted in writing to One World Express Inc. Ltd within fourteen (14) days from the date that One World Express Inc. Ltd accepted the Shipment.

Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith. All of the original shipping cartons, packing and contents must be made available for One World Express Inc. Ltd's inspection and retained until the claim is concluded. One World Express Inc. Ltd is not obliged to act on any claim until all service charges have been paid.

(4) OWE can arrange Shipment Value Protection ("SVP") or Insurance (to the extent that SVP is available) in advance of shipping only and special approval/arrangement for Sender covering higher liability limit bands in respect of loss of or physical damage to the Shipments referred to in Section 8(1,2) above, provided the Sender requests and signs up for insurance or SVP before the Shipment is consigned to OWE and pays the applicable supplementary charge for the relevant liability limit band. Additional terms and conditions relating to Insurance, SVP shall apply and these shall be communicated to the Sender at the time the Sender signs up for Insurance protection or SVP. For the avoidance of doubt, Section 8(3) shall apply to a claim relating to a SVP Shipment.

(5) Notwithstanding the liability limits set out in Section 8(2), the Montreal Convention, the Warsaw Convention, or UPUC may apply to certain Shipments. In such cases, the liability limits set out in these conventions shall apply (as appropriate) to limit One World Express Inc. Ltd's liability for loss or damage.

9. Sanctions

(1) Sender warrants that neither the receipt, transportation nor the delivery of its Shipments will expose One World Express Inc. Ltd or its employees, servants, agents, subcontractors, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organization or other relevant authority (collectively "Sanctions") by reason of the content of the Shipments, any insurance of the Shipments taken out by the Sender or any other person with an interest in the Shipments, the destination of the Shipments, the intended consignee of the Shipments or the purchaser or end user of the content of the Shipments.

(2) Sender warrants in particular, that:

1. Shipments shall not include any goods which appear on any applicable list of prohibited goods as shall be determined from time to time by the United Kingdom, United States, the United Nations, the European Union, the country of origin, country of destination and any transit countries;

2. delivery of its Shipment to the intended consignee will not, in and of itself, contravene any of the prohibitions set forth from time to time by the United Kingdom, United States, the United Nations, the European Union, the country of origin, country of destination and any transit countries; and

3. delivery of this Shipment to the intended consignee will not, in and of itself, result in any funds or economic resources being made available directly or indirectly to or for the benefit of any person entity or body which is listed or designated in any Sanctions or legislation covering Denied Parties as set forth from time to time by the United Kingdom, United States, the United Nations, the European Union, the country of origin, country of destination and any transit countries.

(3) Sender agrees to provide OWE immediately on request with full information about the nature of its Shipment and their intended use, as well as the identities of all parties which have any legal, financial or commercial interest in the Shipment.

(4) OWE is entitled to inspect Shipments and, in particular, is entitled to access any data or information contained in any electronic storage medium and One World Express Inc. Ltd shall not be responsible for any delay or damage caused as a result of that inspection provided that One World Express Inc. Ltd shall take reasonable care in inspecting the Shipment. Where data or information is protected by a password, details of that password shall be provided to One World Express Inc. Ltd by Sender on request.

(5) Sender shall indemnify OWE against all loss, damage, fines and expenses whatsoever, including but not limited to exposure of One World Express Inc. Ltd, its employees, servants, agents, subcontractors, insurers or re-insurers to any Sanctions arising or resulting from any non-declaration or illegal, inaccurate and/or inadequate declaration in respect of the Shipment by the Sender or from any other cause in connection with the Shipment for which One World Express Inc. Ltd is not responsible.

(6) If it appears, in the reasonable judgment of One World Express Inc. Ltd that Shipments (or any activities required in respect of the Shipments by One World Express Inc. Ltd or any other person) may expose One World Express Inc. Ltd or their employees, servants, agents, subcontractors, insurers or reinsurers to any breach of Sanctions or risk of breach of Sanctions, then:

1. OWE may refuse to carry Shipments or alternatively OWE may without notice to Sender (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the Shipment thereof, and/or abandon the Shipment and/or store the Shipment ashore or afloat, under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due performance by One World Express Inc. Ltd of all of its obligations in respect of that Shipment;

2. Sender shall indemnify OWE against any additional expense so incurred;

3. Sender shall indemnify One World Express Inc. Ltd against any and all claims whatsoever brought by any third party in respect of the Shipments; and

4. One World Express Inc. Ltd may, without notice to Sender, provide any state, country, international governmental organisation or other relevant authority with full information about the Shipments, including the identities of all parties which have any legal, financial or commercial interest in the Shipments.

10. Limitation of Liability regarding Delay of Delivery

One World Express Inc. Ltd will make every reasonable effort to deliver the Shipment according to One World Express Inc. Ltd's regular delivery schedules, but these schedules are not binding and do not form part of the contract. One World Express Inc. Ltd is not liable for any damages or loss caused by delay.

11. Force Majeure

One World Express Inc. Ltd is not liable for any loss or damage arising out of circumstances beyond One World Express Inc. Ltd's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to One World Express Inc. Ltd; any act or omission by a person not employed or contracted by One World Express Inc. Ltd, e.g. Sender, Recipient, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, hurricane, storm, flood, fog, radiation contamination, pandemic, war, plane crash or embargo, riot or civil commotion, industrial action or disputes.

12. Warranties of Sender and Indemnification

The Sender shall indemnify One World Express Inc. Ltd from liability for loss or damage resulting from Sender's failure to comply with the following warranties and representations:

1. all documents and information provided by the Sender or its representatives are complete and accurate;
2. the Shipment is acceptable for transport under Section 4 above;
3. the Shipment was prepared in secure premises by reliable persons and was protected against unauthorised interference during preparation, storage and any transportation to One World Express Inc. Ltd;
4. the Shipment is correctly labelled, addressed and packaged so as to ensure safe transportation with ordinary care in handling;
5. the Sender has complied with all applicable customs, import, export, data protection laws and regulations, sanctions, embargoes and other laws and regulations; and
6. the Sender has obtained all necessary consents to provide One World Express Inc. Ltd. with personal data including Recipient's data as may be required for transport, customs clearance and delivery.

13. Data Protection (GDPR)

In the event any information submitted by Sender to One World Express Inc. Ltd contains personal data that is subject to the protection of applicable privacy and data protection laws and regulations, One World Express Inc. Ltd shall limit the disclosure and processing of the personal data through any of the One World Express group of companies worldwide, the Smarttrack System platform and relevant third parties to such extent as is reasonably required to effect performance of the services, to manage and administer the Sender's account(s) with One World Express Inc. Ltd, to advertise products and services provided by One World Express Inc. Ltd (subject at all times to the Sender's right to decline and One World Express Inc. Ltd.'s compliance with applicable privacy and data protection laws and regulations) and for such other purposes as may be required by law, including, communicating the same to customs authorities. The Sender warrants that all personal data provided to One World Express Inc. Ltd has been fairly and lawfully obtained and the Sender has authority to disclose such personal data to One World Express Inc. Ltd for the purposes mentioned

above. The Sender shall fully indemnify and keep One World Express Inc. Ltd fully indemnified against any and all liability incurred by One World Express Inc. Ltd as a result of such breach howsoever arising. Please refer to our standard GDPR policy on our website www.oneworldexpress.com for specific details in the United Kingdom and the European Union.

14. Final Provisions

(1) Any dispute arising under or in any way connected with these GTC shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment or in the United Kingdom or whichever is chosen by One World Express Inc. Ltd.

(2) The invalidity or unenforceability of any provision of these GTC shall not affect any other part of these GTC.

(3) A person who is not a party to these GTC may not enforce any term of these GTC under any laws purporting to grant such rights which is hereby excluded to the extent permissible but this does not affect any right or remedy of a third party which exists or is available apart from such laws.

(4) The terms and conditions of any third party, service or final mile carrier whether express, UPU or under any IATA carrier will be respected and may supersede these General Terms and conditions (GTC's) and the client, customer, Shipper or receiver accepts and holds One World Express Inc. Ltd. Blameless in all cases and accepts that in such occurrences where the third party, service or final mile carrier whether express, UPU or under any IATA carrier terms and condition may take precedence or supersedes these GTC's.

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