

Service Description - DX Courier

This document must be read in conjunction with the DX Master Services Agreement.

Delivery

DX Courier provides next day delivery of packets and parcels to Irish business addresses.

There are some exceptions known as Defined Locations (postcodes to which we cannot deliver within normal published service levels). These are set out in the Schedule and may be updated from time to time on www.dxdelivery.com. Due to the consistent pattern of delivery of this service, any changes to delivery addresses (including the addition of new stores or premises) must be agreed with DX in advance, in writing.

Standard Service Levels

Time of delivery is by 18:00 on the Working Day immediately following the weekday of collection (unless otherwise agreed in writing) (not including Defined Locations). We endeavour, in most instances, to deliver before 17:00. A Working Day is defined as Monday to Friday (excluding bank holidays) for the purposes of this service.

Premium Service Levels

Where practicable, again on payment of an extra charge, **Tracked Signature** also offers an extra premium of delivery before 09:00 (Monday-Friday) and Saturday (C.O.B. 18:00) option. This service has strictly limited availability and where it is possible to provide either or both options this must be agreed in advance and set out in your Customer Order. Please note that DX may attempt to deliver packages between 03:00 and 09:00, so sites should be manned to allow receipt of goods or 24/7 access arrangements agreed.

Delivery of **Track Only** items, not requiring a recipient signature, is confirmed by the DX driver rather than the receiving Customer.

No other time promise is implied and any custom and practice arrangements not agreed in writing are subject to alteration at our sole discretion.

DX Defined Locations are excluded from some or all Premium Service Levels depending upon the extra time and distance required to serve them.

Some Defined Locations, such as Great Britain rural addresses and Highlands, cannot be served by 18:00 Next Day and therefore a delivery SLA will be outlined in your Customer Order, relative to your specific collection time and location details.

Some Defined Locations attract a zonal delivery surcharge as outlined in your Customer Order.

Package size limits

Please note: all of the weight, size and volumetric limits apply to each Package.

Single Packages entering our network must not exceed a combined length, width and thickness of 2.25 metres with no one side exceeding 1.00 metre.

Exceptions may be made to the single length limit of 1.00m by prior written agreement but only for the distribution of large flat point-of-sale material or similar.

The average maximum size of all Packages in your annual traffic profile should equate to no greater than 44000cm³(44 litres).

An example of a 44 litre Package is:-

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Cubic Metres	Example Package dimensions (LcmxWcmxDcm) <i>No side to exceed 1.0m</i>	Package size expressed as Cubic Centimetres	Size expressed as "Litres"
<0.044m³	60x30x24cm	43200cm ³	44L

You may send a small number of Packages with a cubic limit not exceeding 125000cm³ (125 litres) provided that no more than 3% of your overall traffic profile may exceed 65000cm³ (65 litres).

An example of a 125 litre Package is:-

Cubic Metres	Example Package dimensions (LcmxWcmxDcm) <i>No side to exceed 1.0m</i>	Package size expressed as Cubic Centimetres	Size expressed as "Litres"
<0.125m³	50x50x50cm	125000cm ³	125L max.

An example of a 65 litre Package is:-

Cubic Metres	Example Package dimensions (LcmxWcmxDcm) <i>No side to exceed 1.0m</i>	Package size expressed as Cubic Centimetres	Size expressed as "Litres"
<0.065m³	54x40x30cm	64800cm ³	65L max.

Package weight limits

Single Packages entering our network should not exceed 25 kilograms. However, at our discretion we may be able to accommodate up to 3% of Packages per day in an overall traffic profile up to 30 kilograms provided that these are sent via DX Despatch.

Volumes

Your Customer Order sets out the agreed Projected Use. In the event that volumes fall below the agreed Projected Use, your price rate will be adjusted and any balance due will be applied retrospectively at the time of the next invoice, as well as applying to Packages delivered from thereon in.

If your volumes are likely to significantly exceed this Projected Use, please contact your account manager giving a minimum of 24 Hours' notice. DX is under no obligation to collect Packages in excess of your Projected Use. Volumes in excess of the Projected Use may also lead to a price adjustment.

DX Courier Services are subject to a Minimum Service Charge. If the Charges for Packages collected in any period do not meet or exceed the Minimum Service Charge set out in your Customer Order, you must pay the Minimum Service Charge for that week.

Collection Arrangements

Packages will be collected from the Collection Point(s) at the Collection Time(s) each weekday.

Unless otherwise specified, Packages will be collected from local branch/site locations (delivery points) at the same time as delivery occurs. This is known as a "simultaneous collection".

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For the DX Courier for Exchange service, collection will take place at the Exchange and the first scan of the Package will be at the Service Centre.

Unplanned Collections

Any collections carried out at times or from locations other than expressly set out in your Customer Order will be treated as unplanned/unscheduled Collections and be subject to a collection charge that reflects all extra costs incurred by DX, in addition to the normal service delivery charges that apply to the Packages being collected, and are subject to availability.

Nothing to collect?

In instances where there is nothing to collect when our driver attends a site as agreed (and when no simultaneous delivery has occurred) a collection charge will be levied unless 24 hours prior written notice has been given.

Loss or damage to Packages sent by DX Courier

In the event of loss or damage proven to be caused by DX's negligence the following levels of compensation cover are available subject to satisfactory compliance with our claims procedure¹ and following a full investigation by DX of the claim:

Service	Maximum Compensation Limit*
DX Courier Tracked; Track Only	<€40 per Package included in rate
DX Courier Tracked Signature	<€60 per Package included in rate
Annual cap on total claims*	The aggregate of all compensation claims payable in any Contract Year is capped at the lesser of (i) €10,000 or (ii) the Charges paid.

*Compensation is limited to the **lesser** of (i) the actual Losses suffered by you; or (ii) the reasonable cost of replacement or repair of such Package or part thereof (as evidenced by cost price invoices); or (iii) the relevant Compensation Limit.

Presentation of Packages

Packages should be presented in accordance with your Customer Order. Cages, bags, pouches etc. should be ready to despatch at the Collection Point(s) on or before the applicable Collection Time. Packages must be safely loaded onto the DX vehicle by the Vehicle Departure Time. DX shall not be required to wait for more than ten (10) minutes beyond that Vehicle Departure Time. If the vehicle driver waits for more than 10 minutes after the Vehicle Departure Time (at his absolute discretion), DX may charge you a late collection fee of up to €120 for each such occasion and any applicable Service Levels will not apply to the collection or DX may elect to defer collection to the next working day so our overall timing schedules are not adversely affected.

All Packages must be packaged in accordance with DX Packaging Guidelines. All items must bear a label displaying the tracking number and barcode and the full destination address as well as despatch site and/or return location details.

Packages presented to DX that are in a damaged state or a condition deemed unacceptable for onward transportation by DX (in its absolute discretion) will be held for collection by the sender for a specified period, or returned to the sender subject to an additional fee.

Pre-sortation (where agreed)

¹ Claims must be notified in writing to DX within five (5) Working Days of the date on which the Customer knew or ought reasonably to have known of the circumstances giving rise to such claim and in any event within thirty (30) days of the date of despatch of the Package to which the claim relates. The Customer must return the DX claim form within 14 days of receipt.

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Where agreed as part of the pricing arrangement in your Customer Order, Packages should be pre-sorted to a pre-defined selection of DX Service Centre locations. DX requires 99% sortation accuracy. Any Packages incorrectly or incompletely addressed or (where applicable) mis-sorted by the sender will have no specific service level target and may be liable to both an administrative surcharge and return fees.

Surcharges

Where DX Despatch (or an alternative electronic despatch method approved in writing by an authorised representative of DX) is not used by a posting Customer, a surcharge will be applied to each paper docket submitted with consignments.

A minimum service charge will be applied to invoices in instances whereby, during the billing period, the amount of expenditure on parcel traffic falls below pre-agreed levels.

For other surcharges, please refer to the Master Services Agreement.

Customer Service

Please visit www.dxdelivery.com/contact and advise us of the details of your enquiry relating to DX Courier.

DX Despatch

DX will provide software that enables you to produce barcoded labels bearing the DX brand that can be affixed to your Packages. This software will also upload a daily data file to DX that enables us to produce an invoice reflecting your actual throughput. It is a requirement that you use DX Despatch and send DX a compliant data file within 30 minutes of collection.

In the event of server failure, DX will provide you with access to DX Despatch via a contingency "backup" server which will enable you to continue using the service by visiting a distinct Uniform Resource Locator (URL) on the internet. Should you be unable to access DX Despatch for any other reason, eg. power failure, on up to two occasions during a twelve month period your local DX Service Centre will endeavour to assist you with the movement of your Packages. In such event however, normal Service Levels will be suspended and no delivery target will be implied.

Please note that DX does not provide a paperwork and/or Untracked solution to any new DX Courier Customers with effect from 1st March 2014. Customers currently using an untracked Courier Service should note that any claim for compensation is subject to proof of custody by DX and is limited to a maximum of the price paid per Package. Customers requiring higher levels of compensation are advised to switch to one of the tracked services available. Please contact your account manager or DX Customer service to make this change.

Returns

In the event that a Package cannot be delivered to its destination for whatever reason, DX will attempt delivery on the following Working Day. In the event that delivery is still not possible the next Working Day the Package will be held at a DX Service Centre for 5 Working Days. If the intended recipient does not contact DX within five working days of attempted delivery, the Package will then be returned to the sender. Any request within the 5 day period to redeliver the package to an alternative location may be refused where impracticable or will attract a surcharge where it is possible for DX to either deliver it or sub-contract such delivery.

Definitions

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Words which are capitalised in this Service Description have the meaning given to them in your Agreement. "You" and "your" means the entity identified as the Customer in your Customer Order.