

Selazar Limited Terms and Conditions

Your attention is drawn to Condition 22 which limits the liability of Selazar, its employees and agents in certain circumstances.

- (A) **SELAZAR LIMITED** incorporated and registered in England and Wales with company number 09258378 whose registered office is at Kemp House, 152 - 160 City Road, London, EC1V 2NX, England ("Selazar") accepts goods for carriage and provides Services subject to the terms of the Contract only. Selazar is not a common carrier which means that it may refuse to carry the Customer's goods at its discretion.
- (B) These Conditions will apply from the Commencement Date (as defined below). Selazar reserves the right to unilaterally modify or supplement the Services and these Conditions (as defined below).
- (C) By accessing or using the **Selazar E-Fulfilment Platform** (as defined below) and/or the Services, you shall be deemed to have accepted these Conditions and you acknowledge that you have read and understood, and have the authority to agree to be bound, by these Conditions.
- (D) The terms and conditions set out in the Contract shall apply to all goods carried and services provided by Selazar to the exclusion of all other terms and conditions including, but not limited to those, which may be purported to apply under any purchase order, receipt, confirmation or similar document.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Additional Services means the additional services as follows (i) labelling services, (ii) Proof of Delivery service (POD) and (iii) inspection services or any other services which may be agreed by the Parties from time to time.

Applicable Laws means all applicable laws, statutes, regulations from time to time in force.

Authorised Users means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in condition 2.2.3.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges means the sums payable for the Services as set out in condition 19 including but not limited to the Storage Charges.

Commencement Date means the date that the Customer registers to use the Services via the Selazar E-Fulfilment Platform.

Conditions means these terms and conditions as updated by Selazar from time to time.

Confidential Information means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures means as defined in the Data Protection Legislation.

Consignee means the person to whom the Customer instructs Selazar to deliver a Consignment.

Consignment means any consignment of Goods that are the subject of a Delivery Instruction.

Container means any pallet, packing case, container, tanker, trailer or other item used to carry Goods.

Customer means the person, firm, company or other entity that registers on the Selazar E-Fulfilment Platform to receive the Services.

Customer Data means the data inputted by the Customer, Authorised Users, or Selazar on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Dangerous Goods means goods that are of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive or are unlawful including but not limited narcotics.

Data Protection Legislation means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Delivery means the transfer of physical possession of a Consignment to the Consignee or to the Consignee's order.

Delivery Partner means one of the following carriers Hermes, Yodel, UPS, Royal Mail and Whistl and **Delivery Partners** shall mean any of them.

Delivery Instruction means a written instruction from the Customer to Selazar to deliver Goods to a Consignee sent through the Selazar E-Fulfilment Platform.

Delivery Point means the location for Delivery specified in the Delivery Instruction.

Delivery Time means the time for Delivery specified in the Delivery Instruction.

Documentation means the document made available to the Customer by Selazar online as notified by Selazar to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Facilities means Selazar's warehouses as notified to the Customer from time to time and **Facility** shall mean any of them.

Good Industry Practice means using the standards, practices, methods and procedures conforming to the Applicable Laws and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

Goods means goods delivered to Selazar by the Customer for storage and subsequent Delivery.

Insolvency Event means in respect of either Party or a Subcontractor:

- (a) other than for the purposes of a bona fide reconstruction or amalgamation, such Party passing a resolution for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or that Party being otherwise dissolved;
- (b) the appointment of an administrator of, or the making of an administration order in relation to, either Party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking, assets, rights or revenue;

- (c) that Party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors;
- (d) that Party being unable to pay its debts, or being capable of being deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986; or
- (e) that Party entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors.

Normal Business Hours means 9.00 am to 5.00pm local UK time, each Business Day.

Order means an order accepted by the Customer or a person authorised to do so on its behalf for delivery of Goods to a Consignee.

Owner means the person who owns or is entitled to possession of the Goods.

Party means either Selazar or the Customer.

Parties means the Selazar and the Customer together.

Selazar E-Fulfilment Platform means the e-fulfilment software applications and platforms developed by Selazar to facilitate the provision of the Services.

Services means the services provided by Selazar to the Customer under these Conditions via selazar.com or any other website notified to the Customer by Selazar from time to time, including but not limited to the warehousing, packing and carriage services to be provided by Selazar in respect of the Goods, including services which are incidental or ancillary to such services.

Service Levels means the service levels to which the Services are to be provided, as set out in Schedule 2 (Service Levels).

Software means the online software applications provided by Selazar to access as part of the Services.

Stock means the stock of Goods located at the Facilities from time to time.

Storage Charges means the charges set out in paragraphs 19.1.2 and 19.1.3.

Termination Date means the date of termination or expiry of these Conditions.

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT means value added tax or any equivalent tax chargeable in the UK.

Virus means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Waste means has the meaning given in section 75 of the Environmental Protection Act 1990.

- 1.2 condition, schedule and paragraph headings shall not affect the interpretation of these Conditions.
- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Conditions.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of these Conditions under that statute or statutory provision.
- 1.8 A reference to writing or written includes faxes but not e-mail.
- 1.9 References to conditions and schedules are to the conditions and schedules of these Conditions; references to paragraphs are to paragraphs of the relevant schedule to these Conditions.

2 COMMENCEMENT AND DURATION

- 2.1 These Conditions shall commence on the Commencement Date and shall continue, until terminated by either Party in accordance with condition 25 (Termination), for the Term.

3 USERS

- 3.1 Subject to the restrictions set out in this condition 3 and the other terms and conditions of these Conditions, Selazar hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation solely for the Customer's internal business operations.
- 3.2 In relation to the Authorised Users, the Customer undertakes that:
 - 3.2.1 each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;
 - 3.2.2 it shall maintain a written, up to date list of current Authorised Users and provide such list to Selazar within 5 Business Days of Selazar's written request at any time or times;
 - 3.2.3 if any Selazar ascertains that a password has been provided to any individual who is not an Authorised User, then without prejudice to Selazar's other rights, the Customer shall promptly disable such passwords and Selazar shall not issue any new passwords to any such individual.
- 3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.3.2 facilitates illegal activity;

- 3.3.3 depicts sexually explicit images;
 - 3.3.4 promotes unlawful violence;
 - 3.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.3.6 is otherwise illegal or causes damage or injury to any person or property;
 - 3.3.7 and Selazar reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this condition.
- 3.4 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under these Conditions:
- 3.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 3.4.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Selazar E-Fulfilment Platform; or
 - 3.4.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - 3.4.4 sub-licence, resell, rent, lease, transfer, assign or otherwise commercially exploit or make the Services and/or Documentation available to any to third parties; or
 - 3.4.5 subject to condition 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
 - 3.4.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this condition 3; or
 - 3.4.7 use the Services in any unlawful manner (including but not limited to, in violation of any data, privacy or export control laws); and
- 3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Selazar.
- 3.6 The rights provided under this condition 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4 **CUSTOMER DATA**

- 4.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 4.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Selazar shall be for Selazar to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Selazar. Selazar shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

- 4.3 Selazar shall, in providing the Services, comply with its policy relating to the privacy and security of the Customer Data available at such website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Selazar in its sole discretion.
- 4.4 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This condition 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 4.5 The Parties acknowledge that:
- 4.5.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, both shall act as a Controller (as defined in the Data Protection Legislation).
- 4.5.2 the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Selazar's other obligations under these Conditions.
- 4.6 Without prejudice to the generality of condition 4.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Selazar for the duration and purposes of these Conditions so that Selazar may lawfully use, process and transfer the personal data in accordance with these Conditions on the Customer's behalf.
- 4.7 Each Party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

5 **THIRD PARTY PROVIDERS**

- 5.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, and to correspond with, third parties via third-party websites and that it does so solely at its own risk. Selazar makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Selazar. Selazar recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Selazar does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6 **SELAZAR'S OBLIGATIONS**

- 6.1 Selazar shall, during the Term:
- 6.1.1 provide the Services and make available the Documentation to the Customer on and subject to the terms of these Conditions;
- 6.1.2 use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for maintenance;

- 6.1.3 without prejudice to condition 8.1 (Service levels) provide the Services with reasonable care and skill and in accordance with Good Industry Practice;
 - 6.1.4 use all reasonable endeavours to comply with all reasonable specific instructions in writing which the Customer may give to Selazar;
 - 6.1.5 be responsible for the Goods from the point of unloading at a Facility to completion of loading with the Delivery Partner; and
 - 6.1.6 ensure the traceability of all Goods while in the custody or under the control of Selazar.
- 6.2 Selazar undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. Notwithstanding the foregoing, Selazar:
- 6.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - 6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3 Selazar reserves the right to deviate from any specific instructions given by the Customer, or from any stated means by which it will provide the Services, if any event or situation arises rendering the provision of the Services in that manner not commercially viable, despite the reasonable endeavours of Selazar. Selazar shall not be liable to the Customer for any loss arising out of any such deviation.
- 6.4 Selazar will, as part of the Services, provide the Customer with Selazar's standard customer support services during Normal Business Hours. The Customer may purchase enhanced support services separately at Selazar's then current rates.
- 6.5 The undertaking at condition 6.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Selazar's instructions, or modification or alteration of the Services by any party other than Selazar or Selazar's duly authorised contractors or agents.
- 6.6 Selazar warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Conditions.

7 CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
- 7.1.1 provide Selazar with all necessary co-operation in relation to these Conditions;
 - 7.1.2 allow Selazar to use the Customer's name as a reference for marketing or promotional purposes on Selazar's website, unless otherwise agreed;
 - 7.1.3 provide all necessary access to such information as may be required by Selazar;
 - 7.1.4 provide the Services in accordance with these Conditions within a reasonable time of any request for such information being received;
 - 7.1.5 provide details of any special precautions for storage, handling or carriage of the Goods, required by the nature, weight or condition of the Goods or by any Applicable Law.
 - 7.1.6 act at all times in compliance with the Applicable Laws;

- 7.1.7 provide Selazar with, including but not limited to, Customer Data, security access information and configuration services, in order to provide the Services;
 - 7.1.8 without affecting its other obligations under these Conditions, comply with all applicable laws and regulations with respect to its activities under these Conditions;
 - 7.1.9 carry out all other Customer responsibilities set out in these Conditions in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Selazar may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 7.1.10 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of these Conditions and shall be responsible for any Authorised User's breach of these Conditions;
 - 7.1.11 obtain and shall maintain all necessary licences, consents, and permissions necessary for Selazar, its contractors and agents to perform their obligations under these Conditions, including without limitation the Services;
 - 7.1.12 ensure that its network and systems comply with the relevant specifications provided by Selazar from time to time;
 - 7.1.13 ensure all product information, stock consignment information and shipping preferences are accurate and kept up to date at all times on the Selazar E-Fulfilment Platform; and
 - 7.1.14 be, to the extent permitted by law and except as otherwise expressly provided in these Conditions, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Selazar's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 7.2 If the volume of Orders from Consignees is expected to be greater than 10% of the previous thirty day average for Orders, then the Customer must notify Selazar at least three Business Days before to ensure that Selazar has sufficient resources in place to deal with this additional spike in Orders.

8 SERVICE LEVELS

- 8.1 Selazar shall use reasonable endeavours to ensure that the Services meet the Service Levels at all times from the Commencement Date.
- 8.2 Selazar shall notify the Customer promptly of any actual or prospective failure to meet the Service Levels. Subject to condition 22, in the event that Selazar fails to meet a Service Level, it shall provide the following remedies:
 - 8.2.1 If Orders are not picked correctly and therefore the Consignee receives an incomplete Order then, provided that the failure is solely attributable to Selazar and can be traced accordingly, the Customer shall not incur any costs in Selazar sending the remaining constituent parts of the Order to the Consignee.
 - 8.2.2 If Orders received by 7pm are not dispatched by 7pm on the following Business Day, subject to the Customer complying with condition 7.2, the Customer's remedies shall be limited to the following:
 - (a) For a delay of one Business Day: a twenty five percent (25%) reduction in the Charges for the Services for the specific Order only;

- (b) For a delay of two Business Days: a fifty percent (50%) reduction in the Charges for the Services for the specific Order only; and
- (c) For a delay of three or more Business Days: a one hundred percent (100%) reduction in the Charges for the Services for the specific Order only.

8.2.3 If Orders received by 1pm are not onboarded and inventorised within 1 Business Day, subject to the Customer complying with condition 7.2, the Customer's remedies shall be limited to the following:

- (a) For a delay of one Business Day: a twenty five percent (25%) reduction in the Charges for the Services for the specific Order only;
- (b) For a delay of two Business Days: a fifty percent (50%) reduction in the Charges for the Services for the specific Order only; and
- (c) For a delay of three or more Business Days: a one hundred percent (100%) reduction in the Charges for the Services for the specific Order only.

8.3 For the avoidance of doubt, Selazar shall have no liability in the event that the failure to meet the Service Level is attributable to the actions of the Customer or a Force Majeure Event.

9 **WARRANTIES**

9.1 Each Party warrants that:

9.1.1 it has full capacity and authority to enter into and to perform these Conditions;

9.1.2 these Conditions will constitute legal, valid and binding obligations.

9.2 The Customer warrants on an ongoing basis that:

9.2.1 it is either the Owner or is authorised by the Owner to deal with the Goods on the terms of these Conditions and the applicable Order;

9.2.2 it shall provide full and accurate descriptions and particulars, weights and measurements of all deliveries of Goods;

9.2.3 provide details of any regulations or legal restrictions which may apply to the Goods;

9.2.4 none of the Goods will constitute Waste or Dangerous Goods or unlawful goods either in the UK or in the country to where they are to be shipped; and

9.2.5 it is responsible for maintaining the equipment needed to use the Services and ensuring it is compatible with Selazar's platform.

10 **STOCK**

10.1 The Customer is able to view an itemised inventory of all the Stock it holds at the relevant Facility at any time through the Selazar E-Fulfilment Platform.

10.2 The Customer is responsible at all time with ensuring that it has sufficient Stock to meet its requirements and shall hold Selazar harmless if there is insufficient Stock held at the Facility to meet the Customer's requirements.

11 DELIVERY TO SELAZAR

- 11.1 The Customer shall deliver the Goods to the Facilities, securely packed and labelled in compliance with Selazar labelling requirements, any Applicable Laws, and in such condition as not to cause damage or injury or the likelihood of damage or injury to Selazar, its employees, agents or subcontractors (or to property or to other goods stored at the Facilities).
- 11.2 The Customer shall provide Selazar with information via the Selazar E-Fulfilment Platform detailing the contents of each Container, including a description and particulars of the Goods stored therein and their weights and measurements. The Customer warrants that this information is accurate and complete and may be relied on. Selazar is not responsible for any delay, loss or damage or costs arising as a result of inaccurate information.
- 11.3 Selazar shall be responsible for unloading the Goods on arrival at a Facility and shall be liable for any loss or damage caused during unloading save that Selazar shall not be liable for any loss or damage caused as a result of negligent acts of the Customer, its servants or agents in assisting with unloading or in failing to pack the Goods or Containers securely or damage which was caused during the delivery of the Goods to the Facility.
- 11.4 All inbound deliveries must be inventorised at the Facility before the Goods can be shipped.
- 11.5 Selazar shall visually inspect the Goods delivered to a Facility as soon as reasonably practicable after their delivery to the Facility. The Customer acknowledges and agrees that Selazar has no obligation, unless it has availed of the Additional Services, to verify the quantity, content, condition or quality of the Goods delivered to the Facility. Selazar may, at its sole discretion, reject to store and/or deliver any Goods that it deems, in its sole discretion, to be improperly labelled or packaged or, any Goods that contain any hazardous or illegal material.
- 11.6 If the Customer has requested Additional Services, then Selazar can provide the appropriate verification of the relevant Additional Service via the Selazar E-Fulfilment Platform.
- 11.7 Selazar shall use reasonable endeavours to ensure that all Goods are onboarded and inventorised within one Business Day of arriving at a Facility if they are received by 1pm. If not received by 1pm then the estimated time for onboarding and inventorising shall be two Business Days.
- 11.8 Selazar shall retain Containers used by the Customer to carry the Goods to each Facility until it has accumulated a truckload of Containers whereon it will, at the Customer's expense, return the Containers to the Customer.

12 STORAGE

- 12.1 Selazar shall:
- 12.1.1 maintain each Facility in such manner that it remains suitable to store the Goods and shall ensure that there is appropriate security measures in place to store the Goods securely;
 - 12.1.2 store the Goods at the Facilities in such a manner as to protect them from damage or deterioration; and
 - 12.1.3 keep and maintain the Goods in good condition and, subject to condition 12.4, condition 16.7, condition 20.2 and condition 26.3, shall not dispose of or use the Goods other than in accordance with the Customer's written instructions or authorisation.
- 12.2 Subject to condition 12.1, Selazar may use such method for the storage of the Goods as in its absolute discretion it considers appropriate.

12.3 Subject to condition 12.4, condition 16.7, condition 20.2 and condition 26.3, the Goods shall remain subject to the direction of the Customer and Selazar shall, at the Customer's cost, immediately return any Goods on demand by the Customer.

12.4 Selazar may without liability and at the Customer's expense, destroy or otherwise dispose of any Goods which in its reasonable opinion Selazar considers constitute Dangerous Goods. Save in cases of emergency, Selazar shall not exercise this right without first giving the Customer a reasonable opportunity to inspect the Goods in question and, if the Customer so elects, to remove them itself.

13 FACILITIES

13.1 Selazar shall not store the Goods in any warehouse or facility other than the Facilities without the prior written consent of the Customer such consent not to be unreasonably withheld or delayed.

13.2 Neither the Customer or its employees, agents and representatives may access any of the Facilities for the purpose of inspecting the Goods in storage without prior written permission of Selazar.

13.3 The Customer shall ensure that when visiting a Facility its employees, agents and representatives shall:

13.3.1 co-operate as far as may be reasonably necessary with Selazar's employees;

13.3.2 act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of Selazar; and

13.3.3 comply with all rules and regulations issued from time to time by Selazar relating to the use and security of the Facility.

14 DELIVERY INSTRUCTIONS

14.1 The Customer shall issue a Delivery Instruction via the Selazar E-Fulfilment Platform promptly on its acceptance of an Order. The Delivery Instruction shall contain:

14.1.1 the name and address of the Consignee or the person authorised to accept Delivery on its behalf;

14.1.2 the Delivery Point;

14.1.3 the Delivery Time;

14.1.4 particulars of the Goods to be delivered; and

14.1.5 any special requirements concerning the Delivery.

14.2 Selazar shall effect Delivery of each Consignment in accordance with the applicable Delivery Instruction.

14.3 Selazar shall pick the Goods for despatch to the Consignee from the Stock.

14.4 Selazar shall pack each Consignment neatly. Selazar shall be responsible for providing the packaging for each Consignment and shall ensure that the packaging is clean and in good condition.

15 DELIVERY TO THE CONSIGNEE

15.1 Selazar shall use one of its Delivery Partners to deliver each Consignment to its Delivery Point.

15.2 The Customer can select the Delivery Partner via the Selazar E-Fulfilment Platform.

15.3 The Customer has ten minutes following the placing of an Order to instruct Selazar via the Selazar E-Fulfillment Platform not to proceed with an intended Delivery to a named Consignee.

16 DELIVERY TO CONSIGNEE

16.1 Selazar shall be responsible for loading the Goods at the Facility to the relevant Delivery Partner where upon risk shall pass to the relevant Delivery Partner. Selazar shall not be liable for loss or damage caused as a result of negligent acts committed by the Consignee or its servants or agents in assisting with unloading.

16.2 Selazar is not the importer of the Goods.

16.3 Selazar shall not be liable or responsible for any delays in domestic or international shipments of Consignments, and is, without limitation, not responsible or liable for non-delivery or late delivery of Consignments caused by third-parties, including Delivery Partners.

16.4 Customs, duties and taxes and any other equivalent charge on any international shipment charged by the Delivery Partner are the Customer's sole responsibility and will be charged back to the Customer regardless of whether the Consignment was or was not delivered.

16.5 The Customer is solely responsible for declaring all relevant tariff codes and commodity codes and any other equivalent information and shall indemnify Selazar for any losses or costs incurred by Selazar in relation to a failure of the Customer to provide these.

16.6 The Customer is solely responsible for the contents of the Goods and ensuring that it does not constitute Unlawful Goods or any other prohibited goods either in the UK or in the country to where it is being shipped. It is also the Customer's sole responsibility to ensure that the Delivery Partner will carry the Goods (and not deem them to be prohibited or restricted goods) and Selazar shall have no liability whatsoever in the event that the Delivery Partner refuses to carry the Goods or subsequently raises an issue with the Customer as to the Goods.

16.7 If the Consignee, or any appointed agent, fails to take Delivery at the Delivery Point, then Selazar shall seek further instructions from the Customer and comply with those instructions where reasonable to do so. Except where that failure is caused by Selazar's failure to comply with its obligations under these Conditions, Selazar shall charge the Customer for the cost of retaining and storing the Consignment pending receipt of the Customer's instructions and complying with the Customer's instructions, and related costs (including insurance, if applicable).

16.8 Where Selazar continues to be unable to deliver the Consignment as instructed and is unable to obtain further instructions from the Customer in accordance with condition 16.3 within 2 (two) days, Selazar shall be entitled, at the cost of the Customer, to sell or otherwise dispose of the Goods forming the Consignment, or part of a Consignment, following not less than 14 (fourteen) days' written notice to the Customer. Selazar shall not be liable for the price obtained for the sale or disposal of the Goods constituting the Consignment.

16.9 Where the Goods constituting a Consignment are liable to perish or deteriorate, Selazar's right to sell or otherwise dispose of the Goods in condition 16.7 shall arise immediately following the failure by the Consignee or any appointed agent to take Delivery in accordance with the Order subject only to Selazar taking all reasonable steps to notify the Customer of its intention to sell or otherwise dispose of the Goods before doing so.

17 RETURNS

17.1 All returned shipments (international and domestic) will be assessed for a return shipment fee equal to the shipping fee to the original destination. Returned shipments will be returned to a Facility, unless otherwise specified. If the returned shipment is requested to be shipped to a new location, the shipment will be

treated as a new shipment and will incur standard shipping charges. The Customer shall be solely responsible for any fees assessed by any Delivery Partner as a result of any shipments of Goods that are returned to Selazar by the Carrier for any reason whatsoever.

18 **SUBCONTRACTING**

18.1 The Parties agree and acknowledge that Selazar is permitted to enter into subcontracts in relation to these Conditions.

18.2 Selazar shall enter into each Subcontract as principal rather than as agent of the Customer and the Customer shall not be liable to any of the Subcontractors for Selazar's breach of any of the Subcontracts.

19 **CHARGES**

19.1 In consideration of the provision of the Services by Selazar, the Customer shall pay the Charges as follows for the Services:

19.1.1 40p per minute for labour (applicable to inventorising Goods, picking and packing services, processing Goods for delivery and also returns);

19.1.2 5p per day for pick and pack storage chargeable as 35p per week or such other rate as Selazar determines acting reasonably based on the size of the Goods to be stored;

19.1.3 £2.50 per pallet storage costs per week; and

19.1.4 such reasonable card processing and/or administration fee as is notified by Selazar from time to time.

19.2 In consideration of the provision of the Additional Services by Selazar, the Customer shall pay the Charges as follows for the Additional Services:

19.2.1 40p per minute for labour for all Additional Services.

19.3 Notwithstanding that Selazar may from time to time agree to collect freight, duties, charges, dues or other expenses in respect of a Consignment from the Consignee, the Customer shall remain liable to Selazar for any such freight, duties, charges, dues or other expenses in the event of default by the Consignee and Selazar shall not be required to take steps to obtain payment from the Consignee other than one written request for payment.

19.4 Selazar reserves the right to adjust its pricing in response to currency fluctuations, including but not limited to, currency conversation rate changes, conversion fee changes, and/or discount rate changes.

19.5 The Customer acknowledges that you it is responsible for, and agrees to reimburse Selazar for, all sales taxes, transportation taxes, Charges, reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by Selazar (including costs and related expenses) in connection with the Services.

19.6 All Charges are stated exclusive of VAT which shall be paid by the Customer at the rate and from time to time in the manner prescribed by law.

20 **PAYMENT**

20.1 All Charges shall be deducted by Selazar from the credit card registered by the Customer on the Selazar E-Fulfilment Platform on the following basis:

20.1.1 Weekly on Mondays at 11pm for storage element of the Services; and

- 20.1.2 Daily for labour, materials, shipping charges element of the Services and any Additional Services that the Customer has requested.
- 20.2 Selazar shall have a general and particular lien on the Goods in its possession as security for payment of all sums claimed by Selazar from the Customer. The Charges shall continue to accrue on any Goods detained under lien. If an invoice for the Charges is not paid in full on its due date for payment, Selazar may, without prejudice to its other rights and remedies, give notice in writing to the Customer of its intention to sell or otherwise dispose of some or all of the Goods in its possession if the amount outstanding is not paid in full within 14 days of the notice. If the amount due is not paid by the expiry of such period, Selazar may sell or otherwise dispose of some or all of the Goods in its possession, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Goods to the Customer after deduction of all amounts due to Selazar and the expenses incurred by Selazar for the sale or disposal of the Goods. Selazar shall not be liable for the price obtained for the sale or disposal of the Goods.
- 20.3 Where the Goods are liable to perish or deteriorate, Selazar's right to sell or otherwise dispose of the Goods in condition 20.2 shall arise immediately on any sum becoming due subject only to Selazar taking all reasonable steps to notify the Customer of its intention to sell or otherwise dispose of the Goods before doing so.
- 20.4 If the Customer fails to make any payment due to Selazar under these Conditions by the due date for payment, then, without limiting Selazar's remedies under condition 25 (Termination):
- 20.4.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 20.4.2 Selazar may suspend performance of part or all the Services until payment has been made in full.
- 20.5 Each Party may at any time, without notice to the other Party, set off any liability owed by the other Party to it against any liability owed by it to the other Party, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions. If the liabilities to be set off are expressed in different currencies, the Party setting off may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by a Party of its rights under this condition shall not limit or affect any other rights or remedies available to it under these Conditions or otherwise.

21 CUSTOMER'S INTELLECTUAL PROPERTY

- 21.1 The Customer acknowledges and agrees that Selazar and/or its licensors own all Intellectual Property Rights in the Selazar E-Fulfilment Platform and in the Services and the Documentation. Except as expressly stated herein, these Conditions does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 21.2 Selazar confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these Conditions.
- 21.3 Selazar acknowledges that the Customer's rights to the Intellectual Property used on or in relation to the Goods are the Customer's property.

22 LIMITATION OF LIABILITY

- 22.1 The restrictions on liability in this condition 22 apply to every liability arising under or in connection with these Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 22.2 Nothing in these Conditions shall limit the Customer's liability under conditions 21 and/or 24.
- 22.3 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:
- 22.3.1 death or personal injury caused by negligence;
 - 22.3.2 fraud or fraudulent misrepresentation; and
 - 22.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 22.4 Selazar's total aggregate liability:
- 22.4.1 in respect of loss or damage to Goods caused or arising by reason of any act or omission of Selazar or Selazar's Personnel or Subcontractors, shall not exceed the lower of:
 - (a) fifty per cent (50%) of the value of any loss or damage to such Goods; or
 - (b) where the weight of the Goods can be ascertained, a sum at the rate of £20 per kilo of the gross weight of such Goods lost or damaged;
 - 22.4.2 in respect of loss or damage arising from delay or incorrect delivery of a Consignment, caused or arising by reason of any act or omission of Selazar or Selazar's Personnel or Subcontractors, shall not exceed the lower of:
 - (a) the value of the Goods forming the Consignment; or
 - (b) where the weight of the Goods forming the Consignment can be ascertained an amount of £20 per kilo of the gross weight of the Goods forming the Consignment; or
 - 22.4.3 in respect of all other or other loss or damage, shall not exceed the total sums paid by the Customer and all sums payable under these Conditions in respect of services actually supplied by Selazar, whether or not invoiced to the Customer.
- 22.5 For the purposes of condition 22.4(a) and condition 22.4(b) the value of the Goods shall be their value at the date of their delivery to the Facility.
- 22.6 This condition 22.6 sets out specific heads of excluded loss and exceptions from them:
- 22.6.1 the following types of loss are wholly excluded:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

22.6.2 the following types of loss and specific losses are not excluded:

(a) sums paid by the Customer to Selazar pursuant to the agreement in respect of any Services not provided in accordance with the agreement;

(b) wasted expenditure;

(c) additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the agreement. These include consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials; or

(d) losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of Selazar. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, Selazar's personnel, regulators and customers of the Customer.

22.7 Selazar shall have no liability for:

22.7.1 loss or damage to the whole or part of a Consignment unless the Customer notifies Selazar that it intends to make a claim within 14 days of Delivery to the Consignee; and

22.7.2 delay in delivery of the whole or part of a Consignment unless the Customer notifies Selazar that it intends to make a claim within 14 days of the Delivery Time.

The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

22.8 Subject to condition 22.7, unless a Party notifies the other Party that it intends to make a claim in respect of an event within the notice period, the other Party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become aware and shall expire 6 (six) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

23 **INSURANCE**

23.1 The Customer shall arrange insurance, at its own expense, for the full replacement value of the Goods.

23.2 Selazar shall not be required to effect separate insurance in relation to the Goods but, in the event of any claim for loss or damage to the Goods, Selazar may claim against any insurance policies it has in place.

24 **CUSTOMER'S INDEMNITIES**

24.1 The Customer shall indemnify Selazar against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Selazar arising out of or in connection with:

24.1.1 any claim made against Selazar in including but not limited to damage to property, death or personal injury arising out of or in connection with the storage, handling or carriage of any Goods which are Waste or Dangerous Goods;

- 24.1.2 any claim made against Selazar for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the storage, handling or carriage of the Goods;
- 24.1.3 any claim made against Selazar arising out of the Customer's failure to comply with any statutory or HMRC requirements, including administrative requirements, concerning the payment of tax, customs or duties in respect of any of the Goods; and
- 24.1.4 any claim made against Selazar for interference with the rights of a third party arising out of or in connection with the storage, handling or carriage of any of the Goods.

25 TERMINATION

- 25.1 Without affecting any other right or remedy available to it, the Customer may terminate these Conditions with immediate effect or on the expiry of the period specified in the Termination Notice by giving written notice to Selazar if one or more of the following circumstances occurs or exists:
 - 25.1.1 Selazar is in material breach of these Conditions, which is irremediable;
 - 25.1.2 Selazar repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;
 - 25.1.3 Selazar suffers an Insolvency Event.
- 25.2 Three months following the date of signing up to use the Services and/or Additional Services, the Customer may terminate these Conditions at any time, on giving not less than 1 (one) months' prior written notice to Selazar
- 25.3 Either Party may, during the continuance of any Force Majeure Event, terminate these Conditions by written notice to the other if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 30 (thirty) Business Days.
- 25.4 Without affecting any other right or remedy available to it, Selazar may terminate these Conditions with immediate effect or on the expiry of the period specified in the Termination Notice by giving written notice to the Customer if one or more of the following circumstances occurs or exists:
 - 25.4.1 the Customer fails to pay any undisputed amount due under these Conditions on the due date for payment and remains in default not less than 14 (fourteen) days after being notified in writing to make such payment;
 - 25.4.2 the Customer commits a material breach of any other term of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified in writing to do so;
 - 25.4.3 the Customer repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions; or
 - 25.4.4 the Customer suffers an Insolvency Event.
- 25.5 For the purposes of condition 25.1(a) and condition 25.4(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of these Conditions.

25.6 In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding. A party terminating for material breach may rely on a single material breach or several breaches or repeated breaches that, taken together, constitute a material breach.

26 OBLIGATIONS ON TERMINATION AND SURVIVAL

26.1 On the Termination Date, Selazar shall:

26.1.1 complete all outstanding Delivery Instructions; and

26.1.2 subject to condition 26.1.1 and the Customer's compliance with condition 26.4 promptly deliver to the Customer or to such other person in the Territory as the Customer shall direct, at the Customer's cost, all Stock currently in its possession.

26.2 If the Customer fails to take delivery of any of the Goods as required by condition 26.1(b) Selazar may, without prejudice to its other rights and remedies, give notice in writing to the Customer of its intention to sell or otherwise dispose of such Goods if the Customer does not take delivery of the Goods within 14 (fourteen) days or, in the case of perishable goods, within [three] days of the date of the notice. On the expiry of such period, Selazar shall be entitled to sell or otherwise dispose of all or some of the Goods of which the Customer does not take delivery, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Goods to the Customer after deduction of all amounts due to Selazar from the Customer and the expenses incurred by Selazar for the sale or disposal of the Goods. Selazar shall not be liable for the price obtained for the sale or disposal of the Goods.

26.3 On the Termination Date, the Customer shall immediately pay any outstanding unpaid invoices and interest due to Selazar. Selazar shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.

26.4 On the Termination Date, each Party shall return to the other Party all Confidential Information of the other Party and erase all of the other Party's Confidential Information from its computer systems (to the extent possible) and shall certify that it does not retain the other Party's Confidential Information.

26.5 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

26.6 Termination or expiry of these Conditions shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the Termination Date, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

27 CONFIDENTIALITY

27.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information, except as permitted by condition 27.2.

27.2 Each Party may disclose the other Party's Confidential Information:

27.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Conditions. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this condition 28; and

27.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

27.3 No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Conditions.

28 **FORCE MAJEURE**

- 28.1 **Force Majeure Event** means any circumstance not within a Party's reasonable control including
- 28.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 28.1.2 epidemic or pandemic;
 - 28.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 28.1.4 cyber attack
 - 28.1.5 nuclear, chemical or biological contamination or sonic boom;
 - 28.1.6 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
 - 28.1.7 collapse of buildings, fire, explosion or accident; and
 - 28.1.8 any labour or trade dispute, strikes, industrial action or lockouts; and
 - 28.1.9 non-performance by suppliers or subcontractors (other than by companies in the same Group as the Party seeking to rely on this condition); and
 - 28.1.10 interruption or failure of utility service.
- 28.2 Provided it has complied with condition 28.4, if a Party is prevented, hindered or delayed in or from performing any of its obligations under these Conditions by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of these Conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 28.3 The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 28.4 The Affected Party shall:
- 28.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 (seven) days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 28.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 28.5 Selazar cannot claim relief if the Force Majeure Event is one where a reasonable service provider should have foreseen and provided for the cause in question, or if it is attributable to a failure by Selazar to comply with the provisions of the Disaster Recovery and Business Continuity Plan (unless such failure is also due to a Force Majeure Event affecting the operation of the Disaster Recovery and Business Continuity Plan).

29 **GENERAL**

29.1 **Assignment and other dealings**

- 29.2 Selazar shall be permitted to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Conditions.

29.3 The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Conditions, provided that it gives prior written notice of such dealing to Selazar.

29.4 Counterparts

29.4.1 These Conditions may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29.5 Waiver

No failure or delay by a Party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29.6 Rights and remedies

Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

29.7 Severance

29.8 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.

29.9 If any provision or part-provision of these Conditions is deemed deleted under condition 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

29.10 Entire agreement

29.11 These Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.12 Each Party acknowledges that in entering into these Conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.

29.13 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

29.14 Nothing in this condition shall limit or exclude any liability for fraud.]

29.15 No partnership or agency

Nothing in these Conditions is intended to or shall operate to create a partnership between the parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

29.16 Third party rights

These Conditions does not confer any rights on any person or party (other than the parties to these Conditions and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

29.17 Notices

29.18 Any notice required to be given under these Conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in these Conditions, or such other address as may have been notified by that Party for such purposes, or sent by fax to the other Party's fax number as set out in these Conditions.

29.19 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

29.20 Governing law

These Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

29.21 Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 SERVICE LEVELS

	SLA
Picking Accuracy Rate	99.9%
Onboarding Goods	(a) If received by 1pm, within one Business Day; (b) If received after 1pm, two Business Days.
Shipping Orders	Before 7.00pm for next Business Day.
Selazar's Support	Response within one Business Day.