



Terms and Conditions of Appointment as Customs Representative

The terms below are such terms as referred to in the authority to appoint, as the case may be, as a direct or indirect representative or agent, Hannon Transport Ltd (EORI number GB517694419000 in respect of Great Britain customs declarations), Hannon Transport Ltd (EORI number XI517694419000 in respect of Northern Ireland customs declarations) or as the case may be Hannon Logistics Ltd (EORI number IE9770240V in respect of Republic of Ireland customs declarations) (hereinafter referred to as “HANNON” as applicable to the said entities).

It is agreed between the parties that the terms hereinafter set out shall form and be incorporated into the said authority and contract between the party granting the said authority to act (“the customer”) and HANNON.

1. The customer shall provide all documents requested by HANNON to support any customs declaration filed by HANNON in advance of or subsequent to such filing and accepts liability for any delay or failure to do so.
2. The customer hereby warrants the authenticity, validity and accuracy of all supporting documents (including written instructions) it provides to HANNON and shall indemnify HANNON in respect of all losses, claims and actions arising from a breach of this warranty.
3. Where any consignment is not released into or from the customs procedure for which HANNON files a declaration on behalf of the customer, it is agreed that the customer shall indemnify HANNON in respect of all losses, claims and actions arising from such a failure to release by any competent authority, provided that such a failure is not attributable to any fault or negligence by HANNON.
4. Where any consignment is subject to any import or export controls, the customer shall indemnify HANNON in respect of all losses, claims and actions arising where such controls are not completed by the competent authority due to any act, error, delay or omission on the part of the customer or

any of its agents, save where any such controls cannot be completed as a result of any fault or negligence on the part of HANNON.

5. The customer accepts and takes responsibility to establish and prove compliance with any trade measures or conditions, origin, classification and customs value of the goods placed into the customs procedure pursuant to the filing of any customs declaration by HANNON on behalf of the customer and further shall indemnify HANNON in respect of all losses, claims and actions arising as a result of any failure by the customer to provide such proofs immediately upon request by HANNON.
6. HANNON provides no warranty in terms of any advice or guidance given by it to the customer relating to the origin, classification, or customs value of the goods nor any trade measures or conditions affecting the goods and, for the avoidance of any doubt, the customer accepts sole responsibility.
7. Information, in whatever form it may be given, is provided by HANNON for the customer only. The customer shall indemnify HANNON against all losses arising as a consequence of passing such advice or information on to any third party.
8. The customer shall upon request by HANNON make prompt payment of any duties, VAT or any other taxes, charges or fees properly payable to any competent authority as a result of the goods being released into or from any customs procedure in which HANNON has acted under instruction from the customer.
9. HANNON shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by strike, lock-out, stoppage, technology failures or restraint of labour, the consequences of which HANNON is unable to avoid by the exercise of reasonable diligence; or any cause or event which HANNON is unable to avoid by the exercise of reasonable diligence.
10. HANNON shall not be liable to the customer for indirect losses or consequential losses of any kind whatsoever and however caused, whether or not reasonably foreseeable, reasonably contemplatable, or actually foreseen or actually contemplated by HANNON at the time of entering into its said appointment.
11. The term “Sanctions” hereinafter referred to shall mean any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade

embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

11.1. The term “*Sanctions Authority*” hereinafter referred to shall mean the UK and or the United Nations (UN) (and any other governmental authority with jurisdiction over the customer or any part of its business or operations or subcontractors used in the performance of this agreement, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including (without limitation) the UN Security Council, His Majesty's Treasury, the UK's Office of Financial Sanctions Implementation, the Department of Business and Trade, the Export Control Joint Unit, the Office of Trade Sanctions Implementation and HM Revenue and Customs.

11.2. The term “*Sanctions List*” hereinafter referred to shall mean any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

11.3. The term “*Sanctions Proceedings*” hereinafter referred to shall mean any actual or threatened:

- a) litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or
- b) investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority,

in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

11.4. The term “*Sanctions Target*” hereinafter referred to shall mean a person that is:

- a) listed on a Sanctions List;
- b) owned or controlled by a person listed on a Sanctions List; or

- c) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or
- d) otherwise identified by a Sanctions Authority as being subject to Sanctions.

11.5. The customer warrants that at the date of this agreement it is not:

- a) a Sanctions Target and has not been a Sanctions Target at any time prior to the date of this agreement and nothing has occurred that could reasonably be expected to result in it becoming a Sanctions Target;
- b) contravening and has not contravened any Sanctions at any time immediately prior to the date of this agreement; or
- c) involved and has not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings at any time immediately prior to the date of this agreement and to the best of its knowledge and belief having made reasonable enquiries there are no circumstances likely to give rise to any such Sanctions Proceedings.

11.6. At all times during the term of this agreement, the customer shall:

- a) not contravene any Sanctions in connection with this agreement;
- b) not do, or omit to do, any act that will cause or lead HANNON to contravene any Sanctions; and
- c) implement adequate policies and procedures to ensure compliance with Sanctions during the period of this agreement, and annually thereafter, upon request, certify to HANNON in writing signed by one of its officers, its compliance with the warranties herein and provide such supporting evidence of compliance as HANNON shall reasonably request and keep at its normal place of business detailed, accurate and up to date records and books of account sufficient to enable verification of its compliance with its obligations herein and permit their audit as required by HANNON.

11.7. The customer shall:

- a) not enter into a transaction to sell, supply, export or re-export, directly or indirectly, any goods or services supplied under or in connection with this agreement to any third party (a transaction) if it would be a breach of Sanctions;
- b) set up and maintain an adequate monitoring mechanism in relation to the onward movement of goods or services supplied under or in connection with this agreement to detect conduct that, if it was undertaken by the customer, would be a breach of Sanctions;
- c) without prejudice to its obligations herein, immediately inform HANNON about any problems in applying said warranties;
- d) impose obligations equivalent to those contained herein on any third party with whom the customer enters into a transaction in relation to goods or services supplied under or in connection with this agreement to which Sanctions apply and procure that such third parties comply with that obligation.

12. HANNON's total aggregate liability arising out of or in relation to this agreement for any and all claims related to a breach of any provision herein whether arising in contract (including under any indemnity), tort (including negligence), breach of statutory duty, laws or otherwise, shall in no event exceed the sum of £1 million.

13. This Agreement, including any exhibits or schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior, future or contemporaneous agreements, understandings, representations, negotiations, and discussions, whether written or oral, relating to the subject matter hereof. These terms shall take precedence over any such contemporaneous agreements, understandings, representations, negotiations, and discussions, whether written or oral.

14. Should any provision of these terms be found to be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

15. The appointment (and the construal of these terms) and any non-contractual obligations connected with it shall be governed by the laws of Northern Ireland. The parties irrevocably agree that all disputes arising under and/or in connection with the appointment or in connection with the negotiation, existence, legal validity, enforceability or termination of the appointment, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed

by and determined only in accordance with the laws of Northern Ireland. The parties irrevocably agree that the courts of Northern Ireland are to have exclusive jurisdiction to determine any claim, dispute or difference arising under or in connection with the appointment, any non-contractual obligations connected with it, or in connection with the negotiation, existence, legal validity, enforceability or termination of the appointment.