



NÜGO CONDITIONS OF CARRIAGE (“Conditions”)

Last updated 3 October 2023

1. DEFINITIONS

1.1 In these Conditions:

Ancillary Services means all services not being Services as defined, and which are ancillary to the Services.

Authorised Person means:

- (a) the Consignee; or
- (b) any person nominated by the Consignee or the Consignor to Nügo as an authorised person;

Claim Form means the pro forma Nügo claims form required by the Consignor for purposes of condition 8.1(b) and which is available to download from the Website;

Consignee means the person to whom Nügo has contracted to deliver the Consignment;

Consignee Information means the following information that must be provided by the Consignor to Nügo for purposes of the performance of the Contract:

- (a) the name of the Consignee;
- (b) the Delivery Address; and
- (c) if the Delivery Address is a residential address, additionally the Consignee’s mobile telephone number or in the event that the Consignee does not have a mobile telephone number, a daytime fixed line telephone number or the Consignee’s e-mail address; or
- (d) if the Consignee is a registered company that operates from a residential address, the mobile telephone number of an authorised representative of the company or in the event such person does not have a mobile telephone number, a daytime fixed line telephone number or an e-mail address.

Consignment means the item(s), freight or goods in respect of which the Consignor requires the Services;

Consignor means the person who contracts with Nügo for the performance of Services;

Contract means the contract for Services between Nügo and the Consignor;

Convention Rules means:

- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Montreal on 28 May 1999; and/or
- (b) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929 (the "Warsaw Protocol"); and/or
- (c) the Protocol to amend the Warsaw Protocol done at the Hague on 28/09/1955
and/or
- (d) the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19th May 1956,

as amended from time to time by any protocol, regulation or statute together with any other statute, rule, regulation, code or convention relating to international carriage by air, road or sea for the time being in force;

Dangerous Goods means any volatile spirits, explosive materials or other items which are or may become dangerous or inflammable and any goods that are defined as dangerous goods under:

- (a) the Carriage of Dangerous Goods by Road Act 1998 as amended by S.I No.349 of 2011 and S.I No. 238 of 2013; and/or
- (b) the Carriage of Dangerous Goods by Road Regulations (Northern Ireland)1997; and/or
- (c) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010 (SR 160 of 2010); and/or
- (d) the European Agreement Concerning the International Carriage of Dangerous Goods by Road, the Annexes to it and the protocol of signature thereto done at Geneva on 30 September 1957, as amended, in the version applicable as from 1 January 2011 (the "ADR") where "Annexes" mean Annexes A and B to the ADR referred to in Annex 1 to Directive 2008/68/EC of the European Parliament and of the Council of 24 September 2008 on the inland transport of dangerous goods, as adapted by Commission Directive 2010/61/EU of 2September 2010 adapting for the first time the Annexes to Directive 2008/68 of the European Parliament and of the Council on the inland transport of dangerous goods to technical progress;

as each of the above may be amended from time to time by any protocol, regulation or statute together with any other statute, rule, regulation, code or convention relating to international carriage by road for the time being in force;

Delay means failure by Nügo to deliver a Consignment or any part thereof within five (5) days of the agreed delivery date;

Delivery Address means the Consignment delivery address provided by the Consignor to Nügo and which must include the Consignee's;

- a) e-mail address; if available
- b) mobile telephone number; **or**
- c) in the event that the Consignee does not have a mobile telephone number, a daytime fixed line telephone number;

Labels means the bar-coded labels electronically provided by Nügo to Client., with a minimum resolution for printing as required from time to time, currently of between 275 and 300 DPI, and **Labeled** shall be construed accordingly;

Owner's Risk means that Nügo, any affiliated company, its officers, staff or agents shall not be liable for any loss of whatsoever nature and howsoever caused including negligence in relation to the performance of the Services or as a consequence of the Consignment being in the possession of Nügo and/or its agent;

Proof of Delivery means that Nügo must obtain evidence of delivery of the Heavy Goods and "Proof" shall be construed accordingly;

Reverse Pickup means that a Consignment is collected by a Nügo from an address other than the Consignor's address and is delivered to the Consignor or to some other address provided by the Consignor;

Services means the carriage and delivery and reverse pickup services provided by Nügo;

Waste Management Acts mean the Waste Management Act 1996 (No. 10 of 1996) as amended by the Waste Management (Amendment) Act 2001 (No. 36 of 2001), Part 3 of the Protection of the Environment Act 2003 (No. 27 of 2003) and the Waste Management (Electrical and Electronic Equipment) Regulations 2005 (S.I. No. 290 of 2005);

Website means www.Nügo.ie.

WEEE means waste electrical and electronic equipment, which is waste within the meaning of article 1(a) of Council Directive 75/442/EEC of 15 July 1975 on waste, including all components, subassemblies and consumables which are part of the product at the time of discarding; and where "electrical and electronic equipment" means equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the

generation, transfer and measurement of such currents and fields falling under the categories set out in Annex IA of European Parliament and Council Directive 2002 96/EC on waste electrical and electronic equipment and designed for use with a voltage rating not exceeding 1,000 volt for alternating current and 1,500 volt for direct current;

1.2 Words denoting

- (a) the singular shall include the plural and vice versa;
- (b) any gender shall include the other genders; and
- (c) references to a "person" shall include an individual, body corporate (wherever incorporated), unincorporated association or partnership.

1.3 The expressions Nügo, Consignor and Consignee shall include those parties' principals, agents, servants and employees.

1.4 Should any condition conflict with any applicable law, the provisions of the legislation has precedence.

2. APPLICATION OF CONDITIONS

2.1 These Conditions form part of the Contract which together with all applicable annexures, annexes and appendices constitute the whole agreement between the Consignor and Nügo.

2.2 These Conditions apply to the carriage of Consignments for delivery within the Republic of Ireland.

2.3 The latest online version of these Conditions published and maintained on the website prevails and supersedes any older or other versions of the Conditions. By tendering a Consignment to Nügo, the Consignor agrees to the Conditions in force at that time. Nügo reserves the right to unilaterally amend or supplement these Conditions at any time.

2.4 If there is a conflict between these Conditions and any other Nügo transit documentation, including but not limited to manifests, or shipping labels, these Conditions prevail to the extent that they do not conflict with applicable laws (including applicable postal regulation), or Convention Rules.

- 2.5 In these Conditions, all decisions of Nügo are made at Nügo's sole discretion.
- 2.6 The Consignor and Nügo each acknowledge that neither the Consignor nor Nügo relies on any representation or warranty (whether made innocently or negligently) that is not set out in these Conditions.

3. NOT A COMMON CARRIER

- 3.1 Nügo is not a common carrier and accepts no liability as such and may at his own discretion:
- (a) refuse carriage of any item;
 - (b) refuse to provide any of the Services (notwithstanding that provision of Services may have commenced);
 - (c) open any document, envelope, package or other container in which goods are placed or packaged in order to inspect the Consignment to determine the nature or condition of the goods or to ascertain the ownership or destination of the Consignment (such as a forwarding or Consignors address) where any consignment note or identifying document or mark is lost, damaged or destroyed.
- 3.2 The Consignor agrees that Nügo, or any governmental authority including customs, may open and inspect Heavy Goods at any time.
- 3.3 Nügo reserves the right to refuse, hold, cancel, postpone or return Heavy Goods at any time if so required by law (including export controls, sanctions, customs laws and regulations), and/or if such Heavy Goods would, in the opinion of Nügo, be likely to cause damage or delay to any of Nügo's or its agents property, other Parcels, goods or persons or for reasons of security or safety or where the carriage of such goods is prohibited by law or is in violation of any of these Conditions.
- 3.4 Nügo may charge an administrative fee for Heavy Goods rejected and for the cost of returning goods, where applicable, to the Consignor and Consignor hereby waives any possible claims for damages or delays as a result of any of the above.

4. WARRANTIES

4.1 The Consignor warrants that:

4.1.1 the Consignee Information is correct to the best of his knowledge;

4.1.2 he is authorised by the Consignee to provide the Consignee Information;

4.1.4 the Consignee is aware of, and consents to Consignment procedures followed where the Consignee is not present to accept the Consignment as per Clause 5.

4.1.3 he contracts as -

(i) the legal owner of the Consignment; or

(ii) the authorised agent of such legal owner in which case the Consignor warrants that he has the authority to accept these Conditions on behalf of the legal owner;

4.1.4 the Consignment is properly marked, addressed, labelled and packed in a manner adequate to withstand the ordinary risks associated with the Services, in compliance with Nügo's instructions and all applicable laws, treaties, regulations and/or rules, and having regard to the nature of the goods assuming ordinary care in handling in a transportation and hub sortation environment;

4.1.5 the Consignment will be available for collection by Nügo on the date and at the time specified by the Consignor;

4.1.6 that he has complied with all laws and regulations relating to the packaging and labelling of the goods and that the markings and brandings of the Consignment and the descriptions, value and other particulars furnished to Nügo are accurate in all material respects;

4.1.7 any person who is not the Consignor and who delivers a Consignment to Nügo is acting as his servant or agent and is duly authorised to sign any consignment note and to accept these Conditions on behalf of the Consignor;

4.1.8 he has not tendered for carriage or storage any Dangerous Goods other than in accordance with clause 13;

4.1.9 he has not tendered for carriage or storage any prohibited or fragile goods other than in accordance with clause 13;

4.1.10 he complies with all applicable laws, rules and regulations, including but not limited to applicable export laws and government regulations of any country related to the transportation of the Heavy Goods;

- 4.1.11 neither Consignor nor any of the parties involved in the shipment are subject to any type of economic sanction or other embargo;
 - 4.1.12 he will not attempt to ship freight for which trade is restricted or prohibited by economic sanctions;
- 4.2 In the event of a breach by the Consignor of any warranty under condition 4.1, Nügo may at his discretion and without prejudice to any other right or remedy he may have for breach of warranty or contract or otherwise under these Conditions:
- (a) cancel the Contract (and for the avoidance of doubt, the Consignor will not be entitled to a refund); or
 - (b) accept the goods or Consignment for carriage at Owner's Risk.

5. Nügo'S RESPONSIBILITY

The Consignor hereby acknowledges and agrees that:

- 5.1 Nügo's responsibility for the Consignment shall commence when:
- (a) Nügo takes physical control of the Consignment from the Consignor; or
 - (b) Nügo takes physical control of the Consignment from the Consignee (in the event that the Consignor provides a return service and the Consignment is being returned by the Consignee);
 - (c) the Consignment is left by the Consignor at the premises of Nügo.
- 5.2 Nügo shall, if so required, sign a document prepared by the Consignor acknowledging the receipt of the Consignment (Consignment Note): but no such document shall be evidence of the condition or of the correctness of the declared nature quantity, or weight of the consignment at the time it is received by Nügo.
- 5.3 Nügo's responsibility for the Consignment shall, end when:
- (a) Nügo relinquishes physical control of the Consignment at the Delivery Address; or
 - (b) Nügo relinquishes physical control of the Consignment to the Consignor (in the event that the Consignor provides a return service and the Consignment is being returned by the Consignee); or
 - (c) Nügo relinquishes physical control of any WEEE to an approved facility or collection agent.

- 5.5 Nügo shall contact Consignee at least 24 hours prior to delivery or collection by phone, email, or upon arrangement with Consignor, by SMS and arrange an agreed delivery window; however delivery times are given by Nügo in good faith but are an estimate only and time of delivery of the Consignment is not of the essence of this agreement.
- 5.6 Nügo may release the Consignment to any person who presents himself to Nügo as the Consignee or his agent or servant and Nügo shall be deemed to have delivered the Consignment in accordance with these Conditions.
- 5.7 If the delivery address is unattended and Services cannot be provided, an attempted delivery will be logged and the Heavy Goods will be returned to the nearest Nügo Depot, whereafter a second delivery will be attempted. In the event of a second delivery attempt being unsuccessful, the Heavy Goods will be returned to the Consignor and the Services Conditions will be deemed to have been met;
- 5.8 If Nügo is prevented from providing the Services at the Nominated Delivery Address as a consequence of the absence of a safe and/or adequate access (in the reasonable opinion of Nügo), Heavy Goods shall be returned to the nearest Nügo depot and the Consignor shall be contacted in order to obtain further instruction; Nügo and/or its employees, servants or agents shall decide at their sole discretion whether safe and adequate access for loading or unloading exists at the place of collection or delivery;
- 5.9 When collection or delivery does not take place at Nügo's own premises, Nügo shall not be under any obligation whatsoever to provide plant, power or labour which, in addition to Nügo's own drivers, is required for loading or unloading. Any such plant or labour shall be provided at the sole risk and cost of the Consignor who shall indemnify and keep Nügo fully indemnified against all losses, liabilities, costs, damages, expenses, claims or actions suffered or incurred by Nügo in respect of the provision or use of the same or any other matters relating thereto.
- 5.10 Any assistance given by Nügo beyond the usual place of collection or delivery shall be at the sole risk of the Consignor who shall indemnify and keep Nügo

indemnified against any claim or demand which could not have been made if such assistance had not been given.

5.11 If the Consignor or any employee, servant or agent of the Consignor or the Consignee, or any other party acting in any authority other than that of Nügo, requires the Consignment to be placed in the vehicle intended to transport the Consignment otherwise than at the discretion of Nügo, damage to that vehicle and the Consignment shall be at the sole risk of the Consignor, and the Consignor shall keep Nügo indemnified against any claim or demand for any cost, loss or damage howsoever caused arising out of such loading or unloading, subject in all cases to the right of Nügo to refuse to permit the loading or unloading of the Consignment if it so considers it advisable.

5.13 **WEEE:** Collection services in respect of WEEE is provided to the Customers of Consignors, and Nügo will transport WEEE to its Sortation Centre in Greenogue where it may be temporarily stored, and from where it will be transported to a suitable facility, subject to the following:

- (a) Consignor is registered as a "producer" or "distributor" as required by the Waste Management Acts 1996 to 2005;
- (b) Consignor warrants that it complies with the provisions of applicable legislation, including but not limited to the Waste Management Acts 1996 to 2005, and in particular, with Section 39 of S.I. No. 340/2005 - Waste Management (Waste Electrical and Electronic Equipment) Regulations 2005;
- (c) As Nügo is not a registered producer or distributor, Consignor shall ensure all regulatory notifications and licencing are complied with and met, and indemnifies Nügo 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 and other reasonable professional costs and expenses) suffered or incurred by Nügo arising out of or in connection with any failure on the part of Consignor to ensure compliance with such requirements;
- (d) Collection of WEEE is raised by Consignor;
- (e) Collection of WEEE services are provided in conjunction with the delivery of Heavy Goods;
- (f) Consignor provides the Consignee with at least 24 hours telephonic notice of delivery in accordance with regulated requirement;

- (g) WEEE is of equivalent type or has fulfilled the same function as the supplied equipment/item which forms part of the Heavy Goods;
- (h) WEEE is available at its place of ordinary use for immediate collection at the time of delivery of the new item, and at the time of collection is not connected to any electrical, gas or water supply, waste water pipe or permanent structure;
- (i) WEEE is not contaminated waste electrical and electronic equipment;
- (j) WEEE does not present a health and safety risk;

5.14 At any time during the term of the Contract the Consignor may request or Nügo may recommend variations to the Service and/or variations to any other matters covered by the Contract. The Nügo shall investigate the likely impact of any such requested or recommended variations upon the Service, the charge for the Service and other aspects of the Contract and shall report promptly to the Consignor. The Nügo shall not be obliged to agree to any requested or recommended variation and the manner of the provision of the Services shall be at Nügo' sole discretion.

5.15 Nügo's liability is limited in accordance with condition 7.

5.16 Nügo shall not be obliged to perform any Contract in respect of which the Consignee Information or any part thereof is incorrect or incomplete.

5.17 Service and performance levels by Nügo are dependent on Nügo receiving timeous and complete delivery information of the Consignee. This must include the Consignee's name, full daytime delivery address, daytime contact number, email address and Eircode (Ireland). Service performance measurement will be based on the accuracy of the delivery information received. Consignments with inaccurate or incomplete delivery information will be excluded from Nügo's service level performance measurement.

5.18 Consignor shall indemnify and keep indemnified Nügo 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 and other reasonable professional costs and expenses) suffered or incurred by Nügo arising out of or in connection with any breach of this clause.

6. LIABILITY FOR LOSS, DAMAGE OR DELAY

- 6.1 Subject to condition 3 and 6.3 Nügo shall be liable (whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise) for:
- (a) loss of or damage to the goods in a Consignment occurring whilst Nügo has responsibility for the Consignment;
 - (b) delay in the carriage of any Consignment arising from the negligence of Nügo.
- 6.2 Subject to the provisions of clause 6.1, where Nügo loads or unloads any Consignment, all reasonable care shall be used, however Nügo shall be under no liability whatsoever to the Consignor or any other person for any damage however caused, and the Consignor shall indemnify and keep Nügo indemnified against any claim or demand which could not have been made if such assistance had not been given.
- 6.3 Nügos liability is restricted to the financial limits imposed under condition 7 of these Conditions unless otherwise agreed in writing between the contracting parties prior to the transit commencing.
- 6.4 Subject to condition 6.5, Nügo shall not be liable for Consequential Losses or losses that result from any failure to comply with these Conditions that fall into the following categories:
- (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits;
 - (d) loss of anticipated savings;
 - (e) loss of data; or
 - (f) waste of management or office time.
- 6.5 Nothing in these Conditions shall exclude or limit Nügo's liability for:
- (a) death or personal injury caused by his negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other matter for which it would be illegal for Nügo to exclude or attempt to exclude liability.

7. LIMITATION OF LIABILITY OF Nügo

- 7.1 The liability of Nügo is limited in accordance with this condition 7.
- 7.2 Nügo shall not be liable for any loss or expense including, but not limited to, fines, penalties, claims, legal costs and/or the seizure or destruction of freight where the Consignor fails to comply with any export controls, sanctions or customs laws, rules or regulations, or any other applicable laws or caused by actions undertaken by Nügo to comply with applicable laws and regulations, and the Consignor hereby indemnifies Nügo for this;
- 7.3 Nügo shall have no liability whatsoever to any person in respect of any Consignment which is not contracted on a Proof of Delivery basis;
- 7.4 Nügo shall have no liability whatsoever to any person in respect of any Consignment which contains prohibited goods;
- 7.5 The liability of Nügo in respect of proved loss of the matters specified under condition 6.1 shall be limited to a maximum amount of two hundred and fifty euros (€250) for deliveries to anywhere in the Republic of Ireland.
- 7.6 Subject to clauses 7.2, 7.3 and 7.4, the liability of Nügo is limited to the lower of value of the replacement items at cost price, or the depreciated value of the item in accordance with condition 7.5,. No payment will be made as per condition 6.3 and no payment will be made in consideration of VAT.
- 7.7 As the liability of Nügo is limited in accordance with these Conditions the Consignor is advised to seek his own additional insurance cover. No insurance will be affected by Nügo for the benefit of the Consignor other than in accordance with this condition 7.

8. CLAIMS

- 8.1 The Nügo shall not be liable for **damage** to any goods or of part or the whole of the Consignment unless:
- (a) notice specifying the general nature thereof is given by the Consignor to Nügo within 3 days in relation to deliveries from Nügo's responsibility for

- the Consignment having ended in accordance with the provisions of condition 5; and
- (b) a fully completed Claims Form is submitted to Nügo within seven (7) days of notification in accordance with condition 8.1 (a) (and is acknowledged in writing as received by Nügo); and
 - (c) the damaged goods are made available to Nügo's representative for inspection for a reasonable period following notification of the claim in accordance with condition 8.1 (b).
- 8.2 Subject to clause 6.1(b), Nügo shall not be liable for Delay in delivery of whole or part of the Consignment.
- 8.3 Nügo shall not be liable for the **loss** of a Consignment or any part thereof unless the Consignor has submitted a fully completed Claims Form (which is acknowledged in writing as received by Nügo) in respect of such loss within 15 days of the date by which the delivery should have been made or if no date for delivery has been agreed within 15 days of the date that Nügo's responsibility for the consignment commenced.
- 8.4 In the event that the Consignor is a Consignee who is returning Heavy Goods to a Supplier, and who has not paid for the service directly (free returns) then it is a condition that the Consignor returning Heavy Goods address any claims directly with the Supplier, who in turn, will refund or replace the item according to their own particular Terms of Service. In such instance, Nügo shall not be liable towards the Consignor (who is returning the Heavy Goods) for the loss of, or damage to, any item or Heavy Goods or in respect of any fees or charges relating to such return.
- 8.5 In the event that Nügo is liable in accordance with condition 6.1 and pays an amount in respect thereof in accordance with conditions 7.3 or 7.4 that is at least equal in value to the replacement cost of the Consignment then Nügo shall be entitled to retain the Consignment.
- 8.6 A supplier's invoice must accompany any claim to ascertain the cost price of the item. If this is not available, the claim will not be accepted. A sales invoice will not be accepted.

- 8.7 In the event that Nügo is liable, and approval has been issued, the Consignor is required to submit a suppliers invoice and banking details upon receipt of the approval in order to complete the claim. Upon acceptance of any claim, Nügo requires a response from the claimant, with all relevant bank details within 14 working days. Failure to provide these details within this timeframe, may potentially result in repudiation of the claim.
- 8.8 Should the claim relate to a damaged item, evidence of damage is required. Receipt of the Consignment by the Consignee without such notice of damage on the POD is prima facie evidence that the Consignment was delivered in good condition.
- 8.9 Should the Consignor fail to submit the requested detail within 14 working days, the claim will be deemed as closed.

9. EVENTS OUTSIDE OF Nügo's CONTROL

- 9.1 Nügo will not be liable or responsible for any failure to perform, or Delay in performance of, any of his obligations under a Contract that is caused by events outside Nügo's reasonable control (**Force Majeure Event**).
- 9.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, snow, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks; and
 - (f) the acts, decrees, legislation, regulations or restrictions of any government.
- 9.3 Performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and Nügo will have an extension of time for

performance for the duration of that period. If Nügo determines that the Force Majeure Event may continue indefinitely, Nügo reserves the right to cancel a Contract and Nügo will inform the Consignor as soon as practicable in that event.

10. SUB CONTRACTORS

10.1 Nügo may sub-contract part or the whole of any Contract or any of his rights or obligations arising under it.

10.2 Where a Contract or any part thereof is sub-contracted then:

- (a) the liability of the sub-contractor shall be limited and/or excluded in accordance with the conditions of carriage of that sub-contractor (or otherwise in accordance with his policy of insurance) or as provided for by statute or international convention; or
- (b) such subcontractors shall otherwise have the benefit of these Conditions of Carriage and shall be under no greater liability to the Consignor than or in addition to that of Nügo under the Contract and the Consignor agrees with Nügo that no claim shall be made against a Sub-Contractor in addition to or in excess of the limitations and/or exclusions of liability asset out in these Conditions.

11. PAYMENT

11.1 Nügo's charges for carriage and any other services incidental to the carriage chargeable under the Contract shall, save with the prior written agreement of Nügo be payable by the Consignor monthly in arrears upon receipt of a valid invoice, and no Contract shall be deemed to have been finalised until Nügo's charges have been paid in full.

11.2 The Consignor shall not be entitled to set off any payment due by the Consignor to Nügo under the Contract against any claim made by the Consignor.

12. LIEN AND POWER OF SALE

- 12.1 All Consignments are subject to a lien for all charges due to Nügo from the Consignor under the Contract or otherwise for the Services and/or the storage of the goods and other proper charges or expenses incurred in respect of or in connection with the Services. If such a lien is not satisfied by payment within a reasonable time of Nügo's demand for payment then Nügo shall be entitled to sell the goods provided that such sale is permitted by law and to thereafter pay to the Consignor the net proceeds of sale after deductions of all charges payable to Nügo under the Contract or otherwise for the Services together with all properly incurred expenses in relation to the sale of the goods and the Consignor shall (without prejudice to any claim or right which the Consignor may have against Nügo otherwise arising under these Conditions) discharge Nügo from all liability in respect of such goods, their carriage and storage.
- 12.2 The goods may not be sold unless Nügo shall have made reasonable efforts (having regard, if appropriate, to the perishable nature of the goods) to notify the Consignor of Nügo's intention to sell the goods. The goods may then be sold unless within reasonable time (such time to be specified in the notice) the Consignor shall have arranged to collect the goods or given instructions for their disposal and have paid, without prejudice, all outstanding charges as referred to in this Condition including any storage charges which may have been incurred during the time that the goods have been retained.
- 12.3 Pending the expiry of such periods of notice as aforesaid and of disposal of the goods under these provisions Nügo shall at the expense of the Consignor have authority to arrange proper storage of the Consignment. During such period of storage the goods will be held at Owner's Risk and Nügo shall not be liable for loss or damage of the goods howsoever caused.
- 12.4 In the event of a sale under this condition Nügo shall do what is reasonable to obtain the market value of the goods (subject to any unavoidable deterioration thereof). If the goods have no market value, then Nügo may dispose of them subject to compliance with all legal requirements in force in respect of such goods.
- 12.5 In circumstances in which Nügo is unable to obtain further written instructions, Nügo may, at his sole discretion dispose of the goods or return them to the Consignor. Where such action is taken by Nügo, it shall comply with all prevailing legal requirements that may be in force in respect of the goods. Any such action

taken by Nügo under this condition shall be at the sole risk and expense of the Consignor.

12.7 If the Consignment or any part thereof is not the property of the Consignor the Consignor warrants that he has the authority to grant to Nügo a particular lien against the owner. Nügo may hold the goods against the owner for any unpaid monies applicable to those goods only, but he may not sell or dispose of the goods in any way without the express consent of the owner.

13. NATURE OF GOODS (INCLUDING DANGEROUS GOODS)

13.1 Subject to clause 13.2, the Consignor shall not tender for carriage or storage any Dangerous Goods.

13.2 The Consignor may tender and Nügo may accept for carriage (subject that Nügo shall not be obliged to do so) Dangerous Goods Packed in Limited Quantities in accordance with clause 3.4 of the ADR.

13.3 If, in the opinion of Nügo, any items, Heavy Goods or goods forming part of a Consignment are or are liable to become Dangerous Goods (other than any items tendered and accepted by Nügo in accordance with clause 13.2) such items, parcels or goods may at any time be destroyed, disposed of, abandoned or rendered harmless by Nügo without compensation to, but at the cost in all things of the Consignor and without prejudice to Nügo's right to its charges under these Conditions.

13.4 The Consignor shall indemnify and keep indemnified Nügo 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 and other reasonable professional costs and expenses) suffered or incurred by Nügo arising out of or in connection with any breach of this clause 13.

13.5 **Fragile Goods** The Consignor shall not tender for carriage or storage any fragile goods without presenting a full written description disclosing the nature of the goods, and subject to the Consignor ensuring that such goods are appropriately packaged and labelled.

13.6 Nügo accepts for carriage Heavy Goods to a maximum of 120kg in dead weight or 60kg volumetric weight. Volumetric weight is calculated in the following manner: (Length (in centimeters) x Breadth (in centimeters) x Depth (in centimeters)) / 5000.

- 13.7 Nügo does not accept for carriage
- freight in excess of 120kg in deadweight;
 - freight in excess of 3 metres in length

13.7 Prohibited items

- (a) Nügo has the sole discretion to declare certain items as Prohibited Items, which it does not carry under any circumstances and excludes all liability for Prohibited Items howsoever accepted (including acceptance by mistake or under notice). The list of Prohibited Items may be amended from time to time, and consignors must regularly review this list to ensure they do not attempt to send any such items through the network. If a consignor attempts to send any Prohibited Items, Nügo has the right to refuse pick up or delivery of that item. Nügo also has the sole discretion to either return the item(s) to the Consignor at the Consignor's sole expense, which will include a freight handling fee plus the applicable freight charges, or require the Consignor to pick the item(s) up from the Nügo Sortation Centre.
- (b) Consignor indemnifies Nügo from and against all actions, suits, costs, damages, claims, proceedings or injunctions made or brought against Nügo, including any fines or other penalties imposed upon Nügo for any reason in relation to the transportation of any Prohibited Items.
- (c) Nügo does not accept for carriage the following prohibited items ("**Prohibited items**"):
- Crystal or mirrors of any kind and ceramics or fragile items i.e Frames of mirrors/pictures, Glass items
 - Original artwork.
 - Perishables which are as follows:
 - Fresh Food
 - Live fish
 - Living creatures of any kind
 - Balloons
 - Fresh Flowers/plants
 - Paint
 - ADR regulated products.

- Second hand car parts
- Second hand items (used items)
- Vouchers, Gift Cards, Cheque, Bonds, Monies of any kind.
- Time sensitive items including but not limited to Tickets of any kind.
- Legal, sensitive, business or valuable Documentation – Passports, Government Documents, confidential documents, audits etc.
- Antiques, Heirlooms – Items that hold sentimental value but have no proof of market value.
- Heavy Goods that violate any export control laws
- Human corpses, organs or body parts, human or animal embryos, cremated or disinterred human remains.
- Hazardous waste, including, but not limited to, used hypodermic needles and or syringes or medical waste, blood and pathology items that present a biological hazard of any kind.
- Laboratory and Medical tests and samples
- Firearms, Weaponry, Ammunition and their parts, Fireworks & other items of an Incendiary or flammable nature, explosives of any kind.
- Poorly packaged items (e.g wine bottles or other liquids)
- Packages that are wet, leaking or emit an odour of any kind
- High value items which display the contents on the outer packaging
- Military items originating from any country in which an export control license is required;
- Perishable goods requiring refrigeration or other environmental control;
- Narcotics, controlled substances, or illegal drugs of any kind
- Pornography or obscene material of any nature.
- Counterfeit goods (also commonly referred to as “fake goods” or “knock-offs”);
- Shipments or commodities, that violate any applicable export or import laws, statute or regulation;
- Unless expressly agreed otherwise by Nügo, Shipments that require Nügo to obtain any special license or permit for transportation, importation or exportation;
- Undeclared, excisable shipments or commodities that require regulatory approval and clearance;
- Shipments with a Declared Value for Customs in excess of that permitted for a specific destination;

- Consignments where the Consignor or Consignee, or any associated party are listed on any of the lists of restricted parties published and maintained by: the U.S. Department of the Treasury, Office of Foreign Assets Control; the U.S. Department of Commerce, Bureau of Industry and Security; the U.S. Department of State, the United Nations Sanctions Committees; the European Union Council; and any other relevant authority. These include, but are not limited to, the Specially Designated Nationals and Blocked Persons List, the list of Foreign Sanctions Evaders, the Entity List, and the Denied Persons List.

13.7 Nügo may at his discretion accept items for carriage **STRICTLY ON CONDITION THAT** any such items **ARE NOT COVERED** by Nügo's policy of insurance, and are deemed to be at Owner's Risk. These include:

- Second hand items (used items)
- Contents containing personal data or special personal data – these must be appropriately packaged to prevent any unauthorised disclosure in the event of repackaging being required. Nügo is neither data controller nor data processor in respect of any parcel contents;
- items containing artwork, glass, ceramics, pottery;
- second hand car parts;
- perishables;
- jewellery or other such valuables;

13.8 The Consignor is responsible for the sufficiently robust packaging and labelling of any items, Heavy Goods or goods accepted by Nügo for carriage in accordance with these Conditions. Any goods tendered for carriage by the Consignor that are deemed by Nügo to be insufficiently packaged or labelled and which are accepted for carriage by Nügo shall be deemed to be at Owner's Risk.

14. CONSIGNORS 'S INDEMNITY TO THE CARRIER

14.1 The Consignor shall indemnify Nügo against:

- (a) losses suffered by Nügo arising from any negligent act, negligent omission, negligent misdirection or negligent misstatement by the Consignor or Consignee;

- (b) losses suffered by Nügo arising from any inaccuracy or omission relating to the packaging or labelling of the goods or the accuracy of any markings or branding of the goods or the description, value or other particulars furnished by the Consignor to Nügo;
- (c) claims of any nature for loss or damage resulting from the carriage or storage of Dangerous Goods or WEEE (including indirect and consequential loss);
- (d) claims and demands of any nature in respect of loss of or damage to the goods made by any third party additional to or in excess of the limits of liability of Nügo set out in condition 7;
- (e) any claims made or penalties imposed by any Commissioners of Customs and Excise in respect of dutiable goods;
- (f) claims and demands made by a third party attributable to lack of authority on the part of the Consignor to enter into the Contract upon these Conditions;
- (g) unreasonable, abnormal or unusual detention of Nügo's vehicles, containers and other things which arise as a result of the nature, state, or packaging of the Consignment or any part thereof;
- (h) all liabilities arising from any breach of these Conditions by the Consignor.

14.2 The Consignor shall indemnify Nügo in respect of losses occasioned to Nügo that result from any failure to comply with these Conditions that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) waste of management or office time.

15. CONSIGNEE'S REQUIREMENTS

The Consignor shall be solely responsible for the conformity of any containers, packaging or pallets with any requirements of the Consignee and for any expense incurred by Nügo arising from any failure to so conform.

16. BROKERAGE AND COMMISSION

The Consignor agrees that Nügo may retain allowances, brokerages and commissions paid by shipping and forwarding agents, insurance brokers, airlines and any other person in relation to the provision of the Services.

17. EXPORT CONTROL AND CUSTOMS

17.1 Where it is agreed that Nügo provides customs clearance services, the Consignor authorises Nügo to act as the Consignor's agent for purposes of export control and to complete all documents as may be necessary or desirable in connection with the provision of the Services subject that Nügo shall not be liable for failure to act as the Consignor's agent in this regard.

17.2 Nügo may (but without obligation to do so) advance any duties, taxes, imports, outlays or charges at any port or place in respect of the Consignment and the Consignor shall pay an amount equal to the amount paid by Nügo in this regard.

18. ENFORCEABILITY

All rights, powers, authorities, immunities of liability in these Conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of these Conditions or negligence by Nügo or any person entitled to the benefit of these Conditions or any of their respective agents, servants or officers.

19. SEVERANCE

If any of these Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. DATA PROTECTION

20.1 The Data Sharing Agreement forms part of these terms and conditions.

20.2 Nügo shall be entitled to collect, store and process personal data within the meaning of the Data Protection Acts 1988 to 2003 and GDPR 2018 regulations provided by the Consignor to Nügo in connection with the Services and the Consignor consents that such data may be disclosed by Nügo to:

- (a) independent third-party service providers who may be engaged in activities that include the fulfilment of a Contract, the processing of the Consignor's payment details and the provision of support services; and
- (b) government agencies including but not limited to customs authorities to the extent required by law.
- (c) Other third parties as outlined in our Privacy Policy.

21. WAIVER

21.1 If Nügo fails at any time during the term of a Contract, to insist upon strict performance of any of the Consignor's obligations under the Contract, or if Nügo fails to exercise any of the rights or remedies to which he is entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve the Consignor from compliance with such obligations.

21.2 A waiver by Nügo of any default will not constitute a waiver of any subsequent default.

21.4 No waiver by Nügo of any of these Conditions of Carriage will be effective unless it is expressly stated to be a waiver and is communicated to Consignor in writing.

22. RIGHT TO VARY THESE CONDITIONS

Nügo reserves the right to revise and amend these Conditions of Carriage from time to time to reflect changes in market conditions affecting Nügo's business, changes in technology, changes in relevant laws or regulatory requirements.

23. ACKNOWLEDGEMENT

The Consignor acknowledges that Nügo is independent of other third parties who are Nügo contractors, but acknowledges that such contractors shall benefit from the same rights as contained within these conditions.

24. APPLICABLE LAW

24.1 Any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims) will be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

24.2 The Consignor is responsible for compliance with all applicable laws and regulations of the country for which a Consignment is destined. Nügo will not be liable for any breach by the Consignor of any such laws.