

Ellie Bee XLT s.r.o. - TERMS AND CONDITIONS

The registered office address of Ellie Bee XLT s.r.o., Jaurisova 515/4, Praha, 140 00, Czech Republic.

Please note that certain items are Prohibited Items and cannot be sent by any of our Services. Please check your item against the Prohibited Item list here: https://www.dolphi-transport.com/prohib_items.php. We reserve the right to deal with any Prohibited Items at our sole discretion without being liable in any way to you or the recipient of the Consignment containing the Prohibited Item(s). For the avoidance of doubt, this means that if these items are carried, they are carried without Parcel Protection for damage or loss, regardless of whether Parcel Protection is taken out. We have the right to dispose of any Prohibited Items, in whole or in part, as we decide and reserve the right to charge you for any reasonable costs we incur in doing so.

Certain other items are carried without Parcel Protection for damage and at **your risk**, regardless of whether Parcel Protection is taken out. We do not accept any liability for damage to or made by these items caused through the use of our Service (**the No Protection Items**). Please check your item against the No Protection items list here: https://www.dolphi-transport.com/prohib_items.php.

OUR SERVICES

1.1 The Dolphi Transport services allow you to send parcel/s and/or pallets with a choice of the major UK Courier/Pallet Companies that we hold accounts with. In these terms of use, we refer to these courier/pallet companies as the "Carrier".

1.2 The carriage of items is undertaken by the Carrier and we do not carry the items ourselves. However, your contract for the carriage of items remains between you and Dolphi Transport, we manage all aspects of the interaction with the Carrier on your behalf (including, for example, the placing of the order itself and any service complaints you may have). Accordingly, if you have any queries or issues about any order you place, you should contact Dolphi Transport (quoting your reference/tracking number where available) as described in section 13.1 (below)

1.3 When you place an order with us, we will select from a different Carriers depending upon the services you require. We will provide our services to you using reasonable skill and care and have selected only reputable Carriers to carry Consignments.

1.4 Please note that our website allows for the automated placing of orders without any human intervention by Dolphi Transport. In other words, we may not 'check' your order before it is placed with the Carrier companies. It is therefore essential that the order is correctly entered and declared in order for the correct Services and pricing to be displayed. Refer also to Surcharges 6.3.4

1.5 Our order process contains a check box that must be ticked before an order can be completed to state that you have understood these Terms of use. Before placing your order, you should read these Terms (and all related information which is linked to as part of the order process, including, for example, the relevant FAQ's section and the list of Prohibited / Restricted Items) to ensure that you understand the terms on which we provide our services.

1.6 "Prohibited Items" (Including, but not limited to - hazardous items, pornographic items and tobacco products) must not be sent using our service.

1.7 "Restricted Items" (Including, but not limited to - glass items, laptops and mirrored goods) are items which we strongly recommend that you do not send using our service.

1.8 If, notwithstanding sections 1.6 and 1.7, you do decide to use our service to send Prohibited or Restricted Items, you should be aware that Dolphi Transport does not offer the same level of contractual protection for loss or damage to Prohibited and Restricted Items as for non-Prohibited/Restricted items. Further details are set out below in sections 4.5, 4.6, 10 and 11.

DEFINITIONS

2.1 Listed below are defined terms which will have the following meanings in these terms of use:

2.1.1 AWB / Airwaybill / Airway bill – The documentation placed on the parcel.

2.1.2 Carrier - means the third party courier company which carries the Consignment.

2.1.3 Consignment – Each parcel or group of parcels sent using Dolphi Transport's service to each individual address.

2.1.4 Enhanced Cover – means an additional level of Transit Cover that replaces the included cover which is purchased at the time that an order is placed as further described in paragraph 4 (below).

2.1.5 Export Services - means a service where the Consignment is collected in the UK and delivered to an address outside of the UK.

2.1.6 Discarded - When a Consignment is 'abandoned', destroyed.

2.1.7 Packaging - the outermost materials used to wrap or protect your goods

2.1.8 Prohibited Item – means an item which must not be sent using Dolphi Transport's services, for example because the item is dangerous or Hazardous.

2.1.9 Receiver – The person who is receiving the Consignment.

2.1.10 Restricted Item – means an item which it is strongly recommended that you do not send using Dolphi Transport's services, for example because the item is fragile, as is further described here Prohibited / Restricted Items

2.1.11 Transit Cover – means the financial value which your Consignment is protected up to as further described in paragraph 4 below.

2.1.12 Working Day – means in relation to the UK, Monday to Friday from 8.30am to 6pm excluding public and Bank holidays and in relation to a country that is not the UK, or in other countries, the days at times that banks are normally open for business in that country excluding public holidays.

PLACING AN ORDER AND YOUR RIGHT TO CANCEL

3.1 Dolphi Transport is not obliged to accept orders from you – and a contract for the services will only be formed when we accept your order and confirm this to you. Dolphi Transport reserves the right to refuse and cancel any order and operate sophisticated Payment & Fraud security checks.

3.2 Dolphi Transport will arrange delivery of the Consignment/s through a third party service with a reputable Carrier as chosen by you at the time of ordering. Should that service not be available once purchased you will be immediately contacted with a comparable alternative or right to cancel.

3.3 The collection of a Consignment will normally occur on your chosen date which can be booked up to 14 days ahead. Any order can be cancelled by you and a full refund will be given up until the time that the Consignment is collected from you. **HOWEVER, AFTER A CONSIGNMENT HAS BEEN COLLECTED FROM YOU, YOUR ORDER CANNOT BE CANCELLED.** This is because we have placed the order on your behalf with the Carrier and will be charged for the collection. By arranging for the Consignment to be collected, you consent to the provision of services to you and accordingly you will not be able to exercise any legal cancellation right that you may have (also known as a 'cooling off' right) from the point when the Consignment is collected from you.

3.4 The order and any cancellation of order will be confirmed in writing. If this is not received, or if you require duplicate documentation, please contact our offices as described in section 13 and the transaction will be confirmed.

3.5 An order can only be put on hold and re activated up to a period of seven days after ordering. After that point a refund should be requested and a new order placed should it be needed.

TRANSIT COVER

4.1 All services include an inclusive amount of Transit Cover as standard. This is highlighted during the booking process and confirmed once the order is placed. Cover/additional cover can be purchased.

4.2 A claim can only be started & settled on production of an invoice or receipt proving the value of the goods.

4.3 Dolphi Transport reserves the right to collect a damaged item for delivery to our offices for inspection as part of the claims process. The carrier may also arrange an inspection.

4.4 Dolphi Transport reserve the right to collect an item for delivery to our office should the claim be paid out in full.

4.5 A claim can only be made up to the covered maximum and the claim can only include the cost of the item plus postage paid through Dolphi Transport. Please note therefore we do not cover listing fees, packaging or any additional charge made to a third party for postage as part of the claim.

4.6 You can buy additional Transit Cover (known as 'Enhanced Cover') for an additional fee which is payable at the time of ordering. This replace the inclusive cover.

4.7 Enhanced Cover can be purchased for the value of your goods up to the maximum value allowed for each individual service. This is outlined during the booking process. Cover is currently charged at 5% of the declared value and is offered in addition to the inclusive cover for the purchased service. In such circumstances (where maximum Transit Cover has been selected), the maximum value which Dolphi Transport will pay for loss and damage on production of proof of value will be the covered value outlined at the time of booking and confirmed once the order is placed. A claim will only be entertained up to the covered maximum.

4.8 Enhanced Cover is not valid for Prohibited Items and will only cover Loss on Restricted Items. This is highlighted prior to the placing of your order and a checkbox must be ticked to state this has been read. Given that our website accepts orders on an automated basis, you may be able to purchase Enhanced Cover when you place your order for the carriage of Prohibited Items or Restricted Items (depending on the information which is submitted when you place your order). If this is the case, you are entitled to a refund of the amount that you paid for the Enhanced Cover on a Prohibited item as the cover is not valid. Should a refund request be made for cover on a Restricted item, then the refund will only be possible prior to the goods being collected. Once in transit the cover is valid for Loss only as stated in these Terms.

4.9 For further details on the carriage of Restricted Items and Prohibited Items, please see sections 10 and 11 (below) For further information on the level of claims you can make against Dolphi Transport and Dolphi Transport's limitation on liability, please see section 16.

CHARGES

5.1 All prices quoted on this web site are in pounds sterling.

5.2 Payment can be made by:

5.2.1 At the time of ordering using a valid credit / debit card.

5.2.2 By PayPal.

5.3 Payment is taken by our automated system at the end of your order and the service is then booked with our Carrier. PLEASE NOTE THAT IN ADDITION TO THE CHARGES WHICH ARE QUOTED AT THE TIME OF YOUR ORDER, SURCHARGES MAY ALSO BE PAYABLE BY YOU IF, FOR EXAMPLE, THE CONSIGNMENT IS NOT

AS DESCRIBED WHEN COLLECTION IS ATTEMPTED OR IF THE CONSIGNMENT IS NOT AVAILABLE FOR COLLECTION AT THE SPECIFIED TIME. FURTHER DETAILS ARE SET OUT IN SECTION 6 BELOW

5.4 To achieve any special offer price we may advertise the order must be placed during the special offer period. The online price will be correct at the time of ordering and will not be backdated if booked after the offer has expired.

SURCHARGES

6.1 Certain surcharges may be payable by you in addition to the carriage fees which are set out as the cost for the standard delivery of your order. When a surcharge is payable, it may be charged directly to the payment method used to make the initial order (if you have consented to this). If we have not obtained your consent to charge surcharges directly to your original payment method, we will contact you directly to arrange payment.

6.2 Any Surcharges represent the additional administrative costs which will be suffered by Dolphi Transport and charges which Dolphi Transport may incur from the Carriers and are not penalties imposed by Dolphi Transport. This information is made available to you prior to placing your order.

6.3 For illustrative purposes, the following is a non-exhaustive list of when surcharges may be payable.

6.3.1 A minimum surcharge of £10.00 will be applied if you are out when the driver tries to collect or if the Consignment is otherwise unavailable for collection.

6.3.2 On some services there will be a surcharge if a re delivery is necessary because the receiver is unable to take delivery when required. Please check the service description prior to sending.

6.3.3 Other surcharges may be applicable if the receiver refuses to take delivery of the goods and they need to be sent back to you.

6.3.4 By entering the weight and dimensions of your Consignment/s you are pre paying for the postage. If the Consignment/s is measured by the courier to be heavier or larger, then the additional weight/size will be charged to you. We refer to this charge as the 'Oversize Fee'.

6.3.5 Some areas will be subject to a remote area surcharge. This will be calculated in the quoting system prior to the point of booking. Should a change of delivery request be made once in transit, a Surcharge may be applied depending on the new locality.

6.3.6 You are pre paying for the postage charges. Any Customs charges for overseas shipments should be payable by the receiver or may be passed on to the Sender should they arise. Please see the Customs clearance section 12 below which also cover return charges should the customs charges not be paid.

6.3.7 Dolphi Transport cannot carry pallets unless on the Pallet service if available. Any order that is collected on a pallet that is booked on any of our standard services will be surcharged or refused.

6.3.8 The consignments must be given to the correct carrier / driver. Should the goods be given to the wrong carrier / driver we will attempt to have the parcel returned. Should this not be possible a surcharge may be applied if the service is more expensive than purchased.

6.3.9 We may supply Documentation to accompany your shipment. Failure to attach this could result in a Surcharge. See section 7.6.

6.3.10 A failed collection surcharge if there is nothing to collect or if there is no one at the collection or delivery point. A cancellation fee will also be due if the collection is cancelled within 3 hours of the collection being due. This is postcode / order specific and you will be advised on request.

COLLECTIONS

7.1 Collection dates and times are not guaranteed. Further details are in section 9 below. However, please note your right to cancel an order as described in paragraph 3.4 above.

7.2 Our automated ordering system books the collection as requested by the customer. In the rare event that the Carrier cannot make the collection please contact Dolphi Transport immediately where we will re book for collection the same day if cut off has not passed or the next working day. Please be aware that we are not aware of any issues with collection until we are contacted and the carrier should not be contacted directly as the booking is made on the Dolphi Transport account with the carrier.

7.3 Dolphi Transport does not come into direct contact with the Consignment/s but arrange for the collection through one of the major Carriers that we hold an account. Please ensure the correct parcel is given to the correct collecting agent that you have chosen at the time of ordering, see 6.3.9.

7.4 Export services can be collected from a residential address or business.

7.5 We may supply documentation to accompany your shipment. You will be advised of this at the time of ordering. This must be attached to the shipment, if not your shipment could be delayed and be subject to an additional premium (see section 6 regarding surcharges). Further instructions will be found in the confirmation email sent after the booking is placed.

7.6 Your Consignment/s must be packed to a reasonable standard, packed within a double walled cardboard box with the contents cushioned and protected inside. The

packaging must also be sufficient to protect the Consignment's weight. It is not always obvious when a Consignment has not been packaged properly. The Carriers will assume that Consignments have been correctly packaged and will exercise a level of skill and care appropriate to that. Any claim resulting from a parcel that is not packaged to a reasonable standard and in line with the above may be declined. For further details see section 14 below.

7.7 Please note that any item travelling through our services must be able to withstand a short drop, fragile items should not be sent through our services. Please see our packaging guidelines and Prohibited / Restricted Items in addition and also sections 10 and 11 relating to Prohibited Items and Restricted Items generally.

7.8 Prohibited Items and Restricted Items and Consignments which have not been packaged properly should not be sent using our services. If they are sent using our services, the affected item could be subject to delay, return, impounded by Customs or held for collection by you or the receiver. If the goods are held to be collected, you will be notified that collection of said goods must be arranged by a certain date or the goods may incur storage charges and finally discarded. To clarify, the goods may be discarded if i) Customs remove and destroy the Prohibited item (This only applies to Prohibited items not Restricted) ii) they are damaged to such an extent that it is a Health and Safety risk (such as smashed glass); in which case you would be notified of this at the outset or ii) if they have been held for collection for a fixed time limit and the time limit advised has been exceeded.

7.9 Parcels should not be strapped or attached together. This is not a secure way for parcels to travel in the Carrier network. Any item which is not securely packaged or strapped to another package will be treated as a Prohibited Item (see section 11 for further information)

7.10 The Carrier / Dolphi Transport have the right to refuse a Consignment for a reasonable reason such as no packaging, insufficient packaging or the Consignment does not comply with the information given by you at the time of placing the order - for example is not labelled correctly, contains a Prohibited item or is larger than stated.

7.11 Collections are made on Working days only.

7.12 Please ensure the collection point is available at the collection time that you request. A surcharge of £10.00 may be applied if you are out or the Consignment is otherwise unavailable when the Carrier tries to collect. For further information, please see section 6.

7.13 A receipt should be obtained on collection of your Consignment. Proof of collection will be required for any issues that you may have with the Consignment or processing of your order. Should the driver not have a receipt you should print your Dolphi Transport receipt, take the drivers name and this can be signed by the driver.

7.14 Please note the certain services require a bar-coded label / AWB to be printed out and attached to the parcel. During the Book section it will be stated if that service

requires a Printer. The bar-coded label / AWB will be available to you at least one working day prior collection and we will email you a copy of the relevant label to be attached. Please do this before the courier arrives. If you do not receive the label, please contact Customer Services as described in 13.

7.15 It is the customer's responsibility to ensure that all the details are correctly completed and displayed on the correct Consignment as delivery will be made to the details listed on the Consignment. It is not the driver's responsibility to check this information, so please ensure this is checked before he leaves.

DELIVERY AND TRACKING

8.1 Delivery dates and times are not guaranteed.

8.2 Transit times quoted are calculated from once collection is made and the consignment is in Transit.

8.3 Deliveries are made on Working days only usually between 8am-6pm.

8.4 Please be advised that Dolphi Transport do not track parcels and as such it is the responsibility of the customer to track their own parcels, and to advise us if there are any problems. Tracking is available through our Web site or by contacting our Customer Service department. Tracking is available up to a period of 12 weeks from sending. After that stage the tracking number may be re allocated to a new shipment.

8.5 You can track all orders online and may contact our offices prior to the return to rectify any issue. Once returned any return charges that are due must be paid by the person that placed the order, the order will not be refunded and the item will not be re shipped free of charge. The return completes the agreed contract. Tracking is therefore essential to potentially aid delivery and prevent any return and associated costs.

8.6 If the driver has used a different tracking number than expected or if the collection point chooses to use a new shipping label from the driver, rather than supplied by Dolphi Transport then you will only be able to track using the number left at the time of collection on the Carriers own website or by contacting our Customer Service team.

8.7 Dolphi Transport can only deliver to a full street address. We cannot deliver to a PO Box. If a Consignment has to be returned for these reasons, no refund will be given.

8.8 Deliveries will be made to the address on the item, main front door, reception or goods in. The drivers will not deliver to individual department or Block numbers. Deliveries may be made to a neighbouring address if the delivery point is out, but only if the goods can be signed for.

8.9 A telephone number for the receiver is required for each Consignment (for example so that the receiver can be called in the event of an address query). Please

note for any overseas address a local number is needed, the Carrier will not call a UK number. Dolphi Transport will not re ship or refund any returned item if a telephone number has not been provided and the Carrier has been unable to arrange delivery because a phone number has not been provided.

8.10 1-3 delivery attempts will be made for each Consignment, depending on the service if unsuccessful the Consignment will be returned to the sender. A change of address can only be requested. The contract is to deliver to the address on the item, so no change of address can be guaranteed.

8.11 A customs invoice must be completed for ALL European Union countries. You will be guided online to complete this and a template will be e-mailed to you once the order is placed. An accurate description and reason for Export must be entered on this invoice. If customs find different items than declared or an incorrect reason for export stated (such as Gift when actually purchased) then a surcharge could be applied, items confiscated or the shipment returned (which could be chargeable).

8.12 Dolphi Transport services are generally offered “door to door”. This means that we will arrange for pick up from one address and a drop off at another and gain a signature on delivery. If the Consignee is out goods may be left with a neighbour if they are available to sign. After the first delivery attempt the consignment may be left at a local access point to be collected. In exceptional circumstances, for example, but not limited to, the Coronavirus crisis in 2021, the couriers may take the decision to leave the goods without signature or sign for the goods themselves.

8.13 Please note the Proof of delivery is only kept for up to three months after delivery.

8.14 Please note that we cannot guarantee to stop any consignment once in transit, although will try and do so if requested.

REMOTE AREAS

9.1 Consignments collected in certain areas in Scotland, Wales, Cornwall, Northern Ireland and Offshore Islands may be subject to a 24-48 hour delay with all Carriers.

9.2 Shipments to and from remote areas nationally and internationally on all services may be subject to delay and possible service downgrade. Please check the address with us prior to sending for advised transit times.

RESTRICTED ITEMS

10.1 We strongly recommend that you do not send Restricted Items using our service. This is because such items are fragile, dangerous or otherwise inappropriate to be carried by our services and Network. Should you proceed to send such goods you do so at your own risk understanding that the item will be covered for Loss only and excluded from any damage cover.

10.2 The order process contains a check box that must be ticked to state the Prohibited / Restricted items list has been read and understood before an order can be completed. You should check the Prohibited / Restricted items list to ensure that we are able to carry your Consignment before placing your order. If you place an order which relates to a Restricted Item, you will have to have ticked the box to confirm that you understand what the list of Prohibited / Restricted items contains and that you understand that Dolphi Transport seeks to limit its liability regarding such items.

10.3 Given that our website accepts orders on an automated basis, we may not be aware that you have requested the carriage of a Restricted Item – even if you list an item which is restricted when you place your order. In any case, the Carrier will assume that the Consignment does not contain a Restricted Item and will exercise the level of skill and care when carrying such Consignment as is appropriate to a Consignment which does not contain a Restricted Item.

10.4 If a Consignment which contains a Restricted Item is lost, then you will be able to make a claim up to the level of the applicable inclusive Transit Cover (as described in section 4.2 (above) in relation to that lost Consignment. However, if a Consignment which contains a Restricted Item is damaged, you will be unable to make a claim as described in Section 14 as it has been sent at your own risk (and Dolphi Transport hereby limits its liability accordingly).

10.5 In the event of damage a restricted item may be held for collection by the Customer. This may be the case if the goods are prohibited and cannot be sent through the system or damaged to such an extent that onward forwarding is not possible. If this is the case you will be notified in writing that goods must be collected within 7 days following this point they will be discarded. If the goods are so badly damaged that the contents are destroyed or that the goods pose a Health & Safety risk then they may be immediately discarded.

10.6 Restricted items could be subject to non-collection, delay, return or confiscation by Customs. In such circumstances, if a restricted item is collected by the Carrier and then later returned, no refund of carriage will be given and return charges may be applicable.

10.7 In addition you should note that if you send a restricted item, this may cause damage to other Consignments being carried and you may ultimately be liable for loss to those other Consignments if the senders of those Consignments seek to pursue you.

PROHIBITED ITEMS

11.1 PROHIBITED ITEMS MUST NOT BE SENT USING OUR SERVICES. Sending a Prohibited Item using our services is contrary to these terms of use. No Transit Cover is provided for Prohibited Items. If a Consignment which contains a Prohibited Item is lost or damaged, you will not be able to make a claim for any Transit Cover or other claim from Dolphi Transport relating to any loss or damage to such items (and Dolphi Transport hereby limits its liability accordingly).

11.2 Given that our website accepts orders on an automated basis, we may not be aware that a Consignment contains a Prohibited Item – even if you list an item which is prohibited when you place your order. If we discover that you have sought to send a Prohibited Item we will refuse to carry it. If this is the case, and if the Carrier has collected the Consignment, you will be notified in writing that goods must be collected within 7 days following this point they will be discarded. If the goods pose a Health & Safety risk then they may be immediately discarded. No Transit Cover at all is offered for Prohibited Items and you cannot claim for any loss or delay in relation to Prohibited Items.

11.3 In addition to our prohibition of the carriage of Prohibited Items, hazardous / dangerous goods are strictly prohibited from our services. Failure to declare hazardous / dangerous goods could lead to you being prosecuted where unlimited fines and imprisonment are possible. Please note that the list of Prohibited/Restricted items which relate to our services is not an exhaustive list of what could be considered to be hazardous or dangerous

11.4 Item/s sent within a hazardous box will be classed as such, strictly prohibited. Please do not reuse old hazardous boxes.

11.5 In addition you should note that if you send a Prohibited Item, this may cause damage to other Consignments being carried and you may ultimately be liable for loss to those other Consignments if the senders of those Consignments seek to pursue you

CUSTOMS CLEARANCE

12.1 From the 01/01/2021 new regulations have come into force for shipping into Europe and will be mandatory on our site.

All shipments entering Europe must now include a customs invoice. Therefore every shipment leaving the UK must now have an accompanying invoice.

For every shipment going into Europe the invoice must include an HS code to classify the goods you are sending. We also advice to include one if you are sending anywhere outside of the UK to speed up the customs process. It is the responsibility of the shipper to enter the correct HS code, otherwise the shipment could be delayed or returned with costs to be paid by the shipper.

If you are a VAT registered business sending into Europe then the customs invoice must also include your EORI number obtained from HMRC. Again we advise entering this for all shipments leaving the UK to speed up the customs process.

12.2 By placing an order, you are prepaying for the outward postage charges of your Consignment/s only. Dolphi Transport has no control over any customs queries, delays or charges that may arise. Customs charges may include VAT, penalties, storage charges or any other expense that has resulted from customs or governmental authorities. Customs charges must be paid by the receiver (or Sender if customs agree

this to be possible) before delivery is made. Customs will deal directly with the receiver and in some cases, only the receiver. If you do not wish to pay the charges and the Consignment is returned, all return charges will also be passed on. Should a deadline be given before the goods are to be discarded and the deadline passes, no claim can be made for the loss and in addition abandonment charges may apply. Please note, it is the Customers responsibility to track all orders and request Dolphi Transport to intervene. If the tracking states the goods are held under Customs query and they are returned, or abandoned and we have not been contacted then no refund or claim is due.

12.3 You should be aware that the maximum Enhanced Cover offered by Dolphi Transport is £500 (as described in section 4 above) and therefore you are advised not to send high value goods using the Dolphi Transport services.

CUSTOMER SERVICE

If you need to contact us for any reason, you can do so using the following methods.

Customer Services email: info@dolphi-transport.com

By Post:
Ellie Bee XLT s.r.o.
Jaurisova 515/4
Praha, 140 00
Czech Republic

CLAIMS FOR LOSS OR DAMAGE

PLEASE NOTIFY US AS SOON AS POSSIBLE OF ANY CLAIM RELATING TO LOSS OR DAMAGE OF A CONSIGNMENT AND WITHIN 14 DAYS OF THE DAMAGE OR LOSS. This is because the carriers only maintain their records for a limited amount of time (normally up to a maximum of 12 weeks) we will then contact the relevant Carrier on your behalf to enable them to conduct an investigation. After the 14 day period the carrier can be approached to investigate but we can only proceed if the carrier's systems allow.

14.1 All enquiries relating to loss or damage to Consignments should be directed through Dolphi Transport. Please do not contact the Carrier directly about your order. If the Carrier is contacted directly, this may cause delays in the resolution of any issues you may have.

14.2 Please be aware that you should sign for goods as "damaged" if this is the case (and if you are not the Recipient of the goods, you should ask the Recipient to do the same). If goods are signed for as being in good condition, it will be difficult for you to show that the goods were damaged in transit. If you are unable to check when the driver is there, please arrange for goods to be signed for as "unchecked".

14.3 To process a claim, you will need to have proof that the Carrier has taken the

Consignment from you. The best form of such proof is the receipt which the Carrier should provide you with when the Consignment is collected or obtaining a signature on a copy of the shipping label you have. In addition, in the event of a claim a copy invoice will be needed to prove the value of the Consignment.

14.4 The damaged item together with all packaging should be kept until the claim is concluded as more photographs or inspection of the item may be necessary.

14.5 If a claim is made that a Consignment has been damaged, all packaging should be kept for inspection by the Carrier. The item must also be available for inspection in the state it was delivered, at the address it was delivered to. Further journeys could cause further damage, making it difficult to assess the original damage. We may also ask for photographs of the internal and external packaging as well as the damaged item to process the claim.

14.6 If it is shown that an item has been damaged in transit, we will (at our discretion) generally pay for damage to be repaired rather than a replacement – depending on the level of damage to the item and subject to the general provisions in Section 14 below. Accordingly, if you make a claim relating to a damaged item we may also ask for an estimate of repair costs for that item supplied by a specialist who will carry out the repair. If the item cannot be repaired then we would need this in writing from the specialist for a claim relating to the replacement of the item to be considered.

14.7 In the event that a claim is approved and repair/replacement costs are paid, we will also pay the costs of the reasonable evaluation report and the postage costs associated with that repair/replacement (subject to the postage being limited to the type of Carrier service where the item was damaged) - to the maximum amount specified in section 14.3. The Dolphi Transport claims team will arrange for your item to be carried for repair through the Dolphi Transport Services when requested.

14.8 A claim relating to a lost item can only be processed once the Carrier has concluded its searches for the item.

14.9 Any amounts payable in relation to a lost or damaged item will only be paid to the party placing the order as further described in 16.4. Please ensure the exact name or company name is entered at the time of booking as a Surcharge will be charged to re issue a settlement cheque. See section 6 for further details regarding surcharges.

14.10 Dolphi Transport will deal with the person who placed the order only.

14.11 Exclusions - Please refer to 16.6 – 16.9

CLAIMS FOR LATE DELIVERY

15.1 Delivery dates and times are not guaranteed, therefore no claim for late delivery will be accepted.

LIMITATION OF LIABILITY

16.1 Dolphi Transport's liability to you is subject to the exclusions listed in this section. This means that, with certain exceptions, the maximum amount of a claim that you can make against Dolphi Transport will be limited in value.

16.2 Nothing in this section seeks to limit Dolphi Transport's liability to you for claims relating to death or personal injury caused by Dolphi Transport's negligence or for any other liability which cannot be excluded by law.

16.3 DOLPHI TRANSPORT'S MAXIMUM LIABILITY TO YOU IS GENERALLY LIMITED TO THE AMOUNT OF TRANSIT COVER SELECTED WHEN AN ORDER WAS PLACED (INCLUDING ANY ENHANCED COVER) PLUS THE POSTAGE FEES PAID WITH THE ORDER.

For example, if a standard order with £50 of inclusive cover has been placed and no Enhanced Cover has been selected, then that order will have £50 of Transit Cover included. If the cost of the postage was £30, then Dolphi Transport's maximum liability to you in relation to that Consignment will be limited to a total of £80 (being the £50 of Transit Cover plus the £30 cost of postage). In the same example, if Enhanced Cover was selected up to a value of £200, then Dolphi Transport's maximum liability would be £230 (being the value of the Enhanced Cover plus the cost of postage). However, Dolphi Transport's general limits on liability are subject to the remaining restrictions described in this section 14.

16.4 Dolphi Transport's liability under these terms of use is limited to the contracting party who placed the order. Should the Sender have placed the order then we do not have a contract with the receiver (and vice versa) and cannot be contractually liable for any losses suffered by other parties than the person that placed the order.

16.5 In any case, to the greatest extent that is permitted by law, Dolphi Transport hereby limits its liability to the direct losses suffered by you (save as expressly stated otherwise in these terms of use). Accordingly, we will not be liable for any claim for loss of profit, loss of use of an item, loss of revenue, administrative inconvenience, disappointment, or indirect or consequential loss or damage arising out of, or in relation to, the service you ordered.

16.6 Dolphi Transport accepts no liability for loss or damage to Prohibited Items as these should not be sent using our services. For further information on limitations relating to Prohibited Items, see section 11.

16.7 Dolphi Transport accepts no liability for loss or damage to an item where such an item is not as described in order placed with us. This particularly means an item with weight and dimensions different from ones entered in booking process and where real weight/dimensions wouldn't allow the booking process finished. For example, if a client

make a booking for parcel with dimensions 50x50x50cm and weight 25kg and Carrier finds out that dimensions and weight are 80x74x73cm and weight 35kg and these real dimensions/weight would not allow the client to finish booking as these are over allowed dimensions/weight.

16.8 Dolphi Transport will only accept liability for damage to Restricted Items where the goods have not been carried using reasonable skill and care. You are reminded that we recommend that you do not send these items using our services and that the Carriers will assume that Consignments do not include Restricted Items. For further information on limitations relating to Restricted Items, see section 10.

16.9 Dolphi Transport accepts no liability for loss/damage to an item if it has not been correctly packaged and/or labelled unless it can be shown that we have not acted with reasonable skill and care.

SEVERABILITY

If any part of these terms of use is found to be unenforceable as a matter of law, the enforceability of any other part of these terms will not be affected.

GOVERNING LAW

These terms of use and any contract between us shall be governed by and interpreted in accordance with Czech Law and the Czech Courts shall have jurisdiction over any disputes between us.

STATUTORY RIGHTS

These terms of use do not remove any statutory rights which you have as a consumer, which cannot be excluded.

RIGHTS OF THIRD PARTIES

A party who is not a party to this agreement (such as a receiver) cannot enforce the terms to this agreement.