

# TERMS & CONDITIONS

## 1. Scope and Relationship

The purpose of this document is to clarify the relationship between **the Customer** (“you”) and the **Eazy2Ship** businesses in Europe (hereinafter “E2S”) in its role as shipping facilitator. **E2S** may be represented by one of our partners, such as a franchisee, depending on your relationship with E2S, however, in all cases, these [Terms & Conditions apply](#).

**The Customer** is the ordering party for transport, logistics, and shipping services using the **E2S** Shipping Portal. Shipments can also be ordered in other channels (off-portal) for certain Freight Services (ROAD, SPRINTER, SEA & AIR). In all cases, these [Terms & Conditions apply](#).

For any order of transport, logistics, or shipping services, **E2S** acts solely as a facilitator. The services are ultimately provided by the carrier, transportation, or shipping company selected by the Customer. These Terms & Conditions set out **E2S**’s role, except where the Customer selects **All-Risk Cargo Insurance, in which case the pre-contractual information** of our insurance partner FDR Risk B.V. in the Netherlands, will apply and can be downloaded separately.

## 2. Use of the EAZY2SHIP Platform

Any person representing **the Customer** who has an **E2S** username and login credentials and uses the **E2S** Shipping Portal is deemed to be **an authorized representative** of the Customer. **E2S** assumes such person has the authority to incur shipping costs both via the **E2S** Shipping Portal and for any off-portal freight bookings.

By ordering services from **E2S**, the Customer acknowledges that transportation services are not provided directly by **E2S** but by the selected carriers at the prices quoted through **E2S**. Prices are valid only for the specific shipment and are based on the information provided by the Customer, including but not limited to weight, number of pieces, dimensions, contents, pickup and delivery details. No services offered via the **E2S** Shipping Portal include a money-back guarantee.

**The Customer** agrees not to resell **E2S** services to third parties and must immediately notify **E2S** if another company is found to be using its **E2S** account. The Customer acknowledges that any quoted rates may be subject to change if the actual shipment details differ from those initially provided, including but not limited to weight, number of pieces, dimensions, contents, or any other conditions not accurately described at the time of processing.

## 3. Taxes, Duties, and Receiver Pays

Shipments outside the EU may be subject to **Taxes & Duties**. Where carriers make such payments to authorities on the Customer’s behalf, a disbursement fee of 4% (min. € 15) applies to the advanced (outlay) amount. Taxes & Duties are always **payable within 7 days** and will be invoiced separately, regardless of the freight payment terms.

The **E2S** Shipping Portal offers the option “**Receiver Pays**”, which we provide free of charge; however, please note that if, **for any reason**, it is impossible to collect the shipping charges from the consignee, you, as the shipper, are always liable for the shipping costs, and the outstanding charges will be included on your next invoice.

As you are ordering the shipment with a carrier in case your consignee will owe the carrier for Taxes & Duties and it is not paid to the carrier at destination most carriers will hold you responsible for the payment. We will work with the carrier to try to get this collected at destination, but in case we will be invoiced as will charge you with the costs.

## 4. Claims and Carrier Liability

**E2S** acts on the Customer’s behalf when liaising with carriers regarding service inquiries and claims. All shipments are subject to the Terms & Conditions of the selected carrier, including their liability limits as defined by applicable international conventions.

**E2S** acts as your intermediary for all service inquiries with carriers. Please direct any questions to **E2S**, and we will manage them in coordination with the respective providers.

# TERMS & CONDITIONS

While we strive for excellence, issues may occasionally arise. In the event of a claim, **E2S** will manage the entire process on your behalf. We advise you to review the carriers' Terms & Conditions, noting that, in accordance with international conventions, carriers operate under **limited liability** based on the mode of transport.

Please be aware that claims handling is a complex and time-consuming process; resolution typically takes weeks or months rather than days. We are providing this service for free for more complicated cases we reserve the right to charge a **claims-handling fee of 15% of the settlement amount (capped at a maximum of €50 per claim)**. In that case it will be deducted from any compensation recovered. Payments of Compensation always includes any **refund of the freight costs** paid. In line with carrier policies, compensation is issued via **bank transfer**, and our formal claims letter will serve as your official receipt."

## 5. Carrier Terms & Conditions

**IMPORTANT NOTICE:** **E2S** does not act as a carrier. By using our services, the Customer acknowledges that all shipments are subject to the Terms & Conditions of the selected carrier. It is the Customer's responsibility to review these Terms and Conditions—available on the carriers' websites or waybills—prior to tendering any shipment.

For our 'Portal Carriers' (**FedEx**, **TNT**, **UPS**, **DHL eCommerce** & **DPD**), direct links to their respective Terms and Conditions are available on the **E2S** website or through the carriers' official portals.

In the event of a claim, the Customer must submit a written request to **E2S Support**, which we will then process with the carrier. Please note that the final resolution and handling of any claim are determined solely by the carrier. Given the strict deadlines imposed by certain carriers, the Customer is responsible for ensuring that all claims are submitted promptly and in full compliance with the carrier's specific requirements.

## 6. Invoicing and Payment Terms

1. **Rates:** The rates payable by the Customer are specified at the time of booking. However, **E2S** reserves the right to amend or adjust rates without prior notice, particularly in accordance with the carriers' official weighing and scanning results.
2. **Invoicing:** Invoices shall be issued by the **E2S** Franchise and sent to the Customer weekly. Each invoice will reflect the total sum payable to the **E2S** central payment account as stipulated on the document.
3. **Payment Terms:** **E2S** typically issues invoices every Thursday. Payments must be made by the due date stated on the invoice and in line with the agreement with your **E2S** Franchise. Please refer to the separate rules for Taxes & Duties mentioned above.
4. **Delivery of Invoices:** Invoices (PDF and PEPPOL files) are available on the **E2S** Shipping Portal. PDF invoices are also emailed to the latest address provided by the Customer and are deemed delivered on the same day. For Belgium, PEPPOL files are transmitted through the PEPPOL network.
5. **Address Changes:** The Customer shall promptly inform **E2S** in writing of any changes to its business or billing address.
6. **Late Payment Interest:** If payment is made after the due date, **E2S** reserves the right to charge interest at a rate of 1% per month (or part thereof).
7. **Disputed Charges:** The Customer has 7 days from the invoice date to object to any charges in writing.
8. **Reminder Process:** **E2S** maintains a formal reminder process. We reserve the right to apply a late payment fee after the second written reminder.
9. **Debt Collection:** Overdue payments will be referred to a debt collection specialist. A collection fee of 15% of the outstanding amount (with a minimum of €40) will be applied.
10. **Jurisdiction:** Any payment dispute shall be handled by the local court of the **E2S** legal entity involved in the transaction.

### Invoice Queries

1. The Customer shall examine each invoice and notify **E2S** in writing of any errors, omissions, or disputes within **seven (7) days** of the invoice date. In the absence of such notification, the invoice shall be deemed correct, final, and binding. The Customer expressly agrees that any pending claims against a carrier—including but not limited to loss, damage, or delay—are independent matters and **do not entitle the Customer to withhold or offset payments** due to **E2S**.

### Variation

2. **E2S** shall be entitled at its sole discretion to vary any of the terms herein and such variations shall be communicated to **the Customer** by notification in the **E2S** Shipping Portal with a request to accept the refined Terms & Condition and such notification shall be effective upon acceptance. Variation by **E2S** of any of the terms herein shall not affect existing invoices or invoices received by **the Customer** prior to the receipt of such notice of variation or affect transactions accepted by **E2S** prior to receipt by the Customer of the written notice.

### Governing Law and Jurisdiction

## TERMS & CONDITIONS

- Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of **E2S**, to the non-exclusive jurisdiction of, and governed by the laws of the **local E2S legal entity** that **the Customer** is dealing with. **The Customer** hereby irrevocably submits to such jurisdiction, unless contrary to applicable law.

### Customer Trading Volume

- The Customer** shall maintain such minimum trading volume per month (Revenue /Shipments /Weight) as **E2S** may stipulate, to continue to have the offered rates. If such minimum trading volume is not maintained, **E2S** reserves the right to increase the rates.

**YOUR OBLIGATIONS:** When you book a shipment through **E2S** you shall ensure that the terms of the shipment and any information provided are complete and accurate and you shall co-operate with **E2S** and relevant carrier, transportation or shipping companies in all matters relating to the shipment. Specific attention needs to be on potential Denied Parties, Prohibited Items, Restricted Items, and goods classified as Dangerous Goods, you can consult further with your **E2S** contact if in doubt.

If you fail to comply with the above, **E2S** and/or the relevant carrier, transport or shipping company shall, without limiting any other rights or remedies have the right to suspend any and all shipments until you remedy the default, and we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from the failure or delay of the shipment. You shall reimburse us on written demand for any costs or losses sustained or incurred arising directly or indirectly from any such default.

**INTELLECTUAL PROPERTY:** We have the right as the owner or the licensee of all intellectual property rights on our sites and the online shipping portal as well as in the material published on them. Those works are protected by copyright laws and treaties around the world.

**LIMITATION OF LIABILITY:** Nothing in these Terms and Conditions shall limit or exclude the liability of **E2S** for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or fraud or fraudulent misrepresentation.

**E2S** will not be held liable for any loss of business due to any delayed, damaged, or lost shipments nor for any indirect, special or consequential loss or damage.

**TERMINATION:** Without limiting its other rights or remedies, **E2S** may terminate your account with immediate effect by giving written (email) notice to you if you commit a material breach of any of these conditions, including failure to pay any amount due on the due date for payment.

**DISCLAIMER:** While reasonable efforts are made to ensure accuracy, content on the E2S website and Shipping Portal is subject to change, and no guarantee is given as to completeness or currency.