

Agreement

These Terms & Conditions form part of the agreement and contract between us, known as **Get Out Ltd** trading as Ezi Returns, a UK registered business, and you, our customer. During the registration process we will establish with you which business your account will be registered with for invoicing and payment purposes.

Please note that any reference to the word 'our' in this agreement refers to our agents or partners.

Get Out Ltd is registered in England & Wales. Registration no. 3883695.

Registered Address: The Oaks, Calverhall, Whitchurch, Shropshire, SY13 4PE, United Kingdom

Contact number: +44 (0)161 883 2767

By accessing our website and entering into an agreement with us, you agree to be bound by the Terms & Conditions set out in this document.

1. Definitions and Interpretation

1.1. In these Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement” means the agreement entered into by Ezi Returns and the Client incorporating these Terms & Conditions (or variations thereof agreed upon by both Parties) which shall govern provision of the Services.

“Client” means the party procuring the Services from Ezi Returns who shall be identified in the Agreement.

“Fees” means any and all sums due under the Agreement from the Client to Ezi Returns, as specified in the Agreement.

“Services” means the services to be provided by Ezi Returns irrespective of the service offered by Ezi Returns to the Client.

1.2. Unless the context otherwise requires, each reference in these Terms & Conditions to;

1.2.1. “Writing”, and any cognate expression, includes reference to any communication effected by electronic or facsimile transmission or similar means.

1.2.2. “These Terms & Conditions” is a reference to these Terms & Conditions as amended or supplemented at the relevant time.

1.2.3 “Party” or “Parties” refer to the Parties to the Agreement.

1.3. The headings used in these Terms & Conditions are for convenience only and shall have no effect upon the interpretation of these Terms & Conditions.

1.4. Words imparting the singular number shall include the plural and vice versa.

1.5. References to a gender shall include the other gender.

1.6. References to persons shall include corporations.

2. Provision of the Services

2.1. With effect from the commencement date, Ezi Returns shall, throughout the Term of the Agreement, provide the services to the Client.

2.2. Ezi Returns shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the Logistics sector including but not exclusively Storage, Returns Distribution, Freight and Fulfilment business.

2.3. Ezi Returns shall act in accordance with all reasonable instructions given to it by the Client, provided such instructions are compatible with the specification of Services in the Agreement.

2.4. Ezi Returns shall be responsible for ensuring that it complies with all statutes, regulations, by-laws, standards, codes of conduct and any other rules relevant to the provision of the Services;

2.5. Ezi Returns may, in relation to certain specified matters related to the Services, act on the Client's behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to time;

2.6. Ezi Returns shall use all reasonable endeavours to accommodate any reasonable changes to the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

3. Clients' Obligations

3.1. The Client shall use all reasonable endeavours to provide all pertinent information to Ezi Returns that is necessary for Ezi Return's provision of the Services.

3.2. The Client may, from time to time, issue reasonable instructions to Ezi Returns in relation to Ezi Return's provision of the Services. Any such instruction should be compatible with the specification of the Services provided in the Agreement.

3.3. In the event that Ezi Returns requires the decision, approval, consent or any other communication from the client in order to continue with the provision of the Service or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

3.4. In the event that Ezi Returns does not receive the decision, approval, consent or any other communication from the client for over 60 days and there are outstanding invoices for the seller, then Ezi Returns has the right to dispose/liquidate of any goods still held for the seller across their partner warehouses.

3.5. If any consent, licences or other permissions are needed from any third parties acting on the Client's behalf, it shall be the Client's responsibility to obtain these in advance of the provision of the Services or the relevant part thereof.

3.6. Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of Ezi Returns.

4. Privacy

Get Out Ltd trading as **Ezi Returns** will not pass on any of your information to any unrelated 3rd parties. We may share your contact details with relevant partners who we have selected as offering complimentary services or products or have entered into a partnership agreement with. Please see [here](#) for our full Privacy Policy.

5. Limitations on Items

Size & Weight limitations

- Items with a length greater than 120cm will not be accepted, except for pallet shipments.
- Maximum weight for our customer returns service on Basic, Standard+ or Grading services is 5kg. Items heavier than 5kg will be treated and charged according to our FBA pricing and service.
- Any or all items listed as prohibited items within the postal and courier regulations will not be accepted or processed.
- Any items that have been wrongfully declared for shipping will not be processed until corrected, upon which an additional processing fee will be applied.

6. Insurance

Get Out Ltd or its appointed partners will insure all items from the time they arrive at our/our partners' premises to the time they are dispatched or disposed of.

Insurance during transit/shipping to or from us is not included.

This can be added with the courier at time of selecting courier or shipping service upon your instruction.

7. Return Shipments to you

Your return items will be packaged and the appropriate courier service available will be arranged. A handling fee will be levied against your account as per the pricing per box or per pallet in addition to the cost of shipping.

Should additional insurance cover or specialty services be required for your return shipment, this must be communicated to us in advance. Any and all additional costs for this service will be added to your invoice.

Shipments will be shipped on a pallet full or box full basis, or via an agreed shipping schedule. Irrespective of weight and volume, after 60 days a shipment of your return items in the relevant warehouse will be created and shipped.

8. Storage

Get Out Ltd reserves the right to apply storage fees for the following situations:

8.1 Returns customers

8.1a Returns that are stored for more than 60 days may incur storage fees.

8.1b Shipments of completed or packed boxes or pallets that we are unable to ship due to reasons beyond our control may incur storage fees. Examples of reasons beyond our control include, but are not limited, to the following: delays in payment or delays in customs information being supplied, preventing shipments taking place.

8.1c FBA removals awaiting instruction for rework, for completion of the removal from Amazon or other parties, for shipping or any other reason preventing them from leaving our warehouses.

8.2 Fulfillment Customers

Fulfillment customers will be charged storage fees according to the fees and method quoted as part of the Agreement.

We reserve the right to apply long term storage fee surcharges for any stock that has been stored for more than 6 months.

We reserve the right to impose, and change from time to time, scheduling restrictions and volume limitations on the delivery and storage of your inventory in our fulfillment centres, and you will comply with any of these restrictions or limitations.

8.3 Resell Customers

Customers using our Resell service for returned goods will incur storage fees after 30 days of the return date on a per item per day basis. Returns for Resell customers will normally only be stored for resale for a maximum of 6 months from the return date. After this point we reserve the right to arrange shipment or donations / disposal or to impose an increased storage fee.

9. Invoicing & Payment

9.1 Invoices will be raised either by the 7th of each month for the previous calendar month or as each shipment of consolidated returns leaves us.

Invoices will include details of the account to which payments are to be made. Payment of any invoices must be made by the due date shown on the invoice.

Failure to pay within the terms stated can result in disruption to your account and suspension of services with us.

We reserve the right to;

- Suspend return processing activities, suspend portal access and suspend any shipments, for any accounts that do not comply with our terms stated on the invoice.
- Invoice and get payment in advance for certain customers or services.
- Charge interest at 2% above UK base rate for any invoices where payment terms are exceeded by more than 30 days past due date.

9.2 Payment methods are determined by your location. For EU & UK accounts we require a direct debit to be set up enabling automatic payments to be collected from your bank. Your bank will need to be part of SEPA to enable this.

Non-EU customers can pay by either bank transfer, Credit Card, or Payoneer. Some methods such as credit or debit cards & Paypal if approved, will incur payment charge of 3% to cover excess fees incurred.

9.3 To open an account with us, an account set up fee plus an account deposit is also required. The Account deposit is held in a separate account as a security retainer and allow us to operate your account smoothly and without interruption. After setting up the agreed payment method and on receipt of the account set up fee and deposit retainer, your account will become active. You will only incur further fees once your account is used and we start processing returns or orders for you.

The deposit required will reflect your predicted monthly spend and volume. Any invoices raised will need to be paid for by the agreed payment method under our normal payment terms. The account deposit cannot be used to offset against your regular invoices. If you decide to close your account your deposit will be returned to you less any outstanding amounts.

9.4 Fulfillment Service Invoices

9.4.1. Invoices may be raised on a weekly, biweekly or monthly cycle. This will be dependent on the fulfillment volumes as per the initial service level agreement.

9.4.2. A minimum order charge will be debited to your account should the account holder not process the agreed minimum amount of weekly/monthly orders. This will be detailed in your quote. This charge is per destination hub (country).

9.5 Lien

We shall have a general lien on all units in its possession, custody or control for all sums due at any time from you and shall be entitled to sell or dispose of such units as agent for you and at your expense and apply the proceeds in or towards the payment of such sums on 28 days' notice in writing to you. Upon accounting to you for any balance remaining after payment of any sum due to you and the costs of sale or disposal you shall be discharged of any liability whatsoever in respect of the units.

10. Review of Pricing & Terms & Conditions

We reserve the right to review agreements and/or pricing at our discretion at any time. Any changes in pricing or Terms & Conditions will be communicated via email and via our website giving 30 days' notice of any changes.

Where possible pricing is reviewed and implemented from January 1st each year and the prices will be made available at least 30 days in advance on our website and customer portal or on request.

11. Contract Term, Notice & Termination

This is a rolling agreement. Either party can terminate the agreement at any time by giving 30 days written notice (via email).

Before the end of the cancellation period the customer must remove the returns addresses from their sales channels.

We reserve the right to cancel the agreement at any stage, should there be a breach of contract, or any fraudulent activity is detected or reported.

When the Client gives notice that it wishes to cease to utilise Ezi Return's Storage Services, the client shall pay Ezi Returns, in respect of any storage Services provided during the notice period.

12. Repatriation of Goods to You

Get Out Ltd or its partners or agents cannot be held responsible for any taxes, duties, charges or delays caused resulting from actions by customs agents, shipping companies or government organizations.

It is your/the customer's responsibility to ensure all the correct information is provided for shipment of your items to your chosen country.

13. Advice & Information Limitations

Any information or guidance provided is purely advisory and does not form part of our agreement. We are more than willing to offer guidance and advice to sellers on many aspects. We can also put you into contact with a number of recommended partners who specialise in specific areas relevant to your business.

It is the Seller's responsibility to ensure that they are complying with all relevant laws, conditions, policies and other factors to operate in the regions or marketplaces chosen.

14. Returns arriving at our locations with unpaid postage

Please ensure your instructions to your customers state they must not send items with unpaid postage to our addresses.

It is important to remember we will never accept a package unpaid for via a courier or postal service expecting payment on delivery at the destination. In such cases the courier will return the package to the customer at the customer's expense.

15. Shipping Notes, Terms & Conditions

15.1 Shipping charges are subject to change at any time without notice.

15.2 Weights and prices shown are based on single box/package consignments. Discounts may be available on certain routes for multiple box shipments and these will be passed on whenever possible.

15.3 Volumetric, Cubed or Dimensional Rate charging

On certain routes shipping is charged by the higher of actual weight or volumetric weight. Generally speaking if you have light but bulky packages the volumetric weight will be applied. Actual weight based shipping fees apply within the EU - From Germany, UK, France, Italy, Netherlands

The higher of actual or volumetric weight applies when within the EU - From Spain, Portugal

With regards to all other shipping routes to calculate volumetric weight; multiply the length x width x height and then divide total by 5000. Result is a chargeable weight.

Example – Box at 70x50x50cm = 175,000 divided by 5000 = 35kg chargeable weight

15.4 Boxes & Packaging Used.

Our Standard sized boxes are up to 60x40x40cm or similar.

Our Large sized boxes used are larger in volume than the Standard box such as 70x50x50cm or 80x60x40cm or similar.

Standard Euro Pallet sizes are usually 120x80cm with maximum height of 180cm for road freight Pallet sizes for Air Freight max height is 155cm including pallet.

We may use recycled or used boxes to reduce waste, costs and for environmental reasons.

15.5 Insurance

Standard Insurance of 10 euros or £9.00 per kg is included during shipping.

It is your responsibility to inform us if any additional insurance is required. This needs to be notified at the time of setting up the account or in advance of any shipments.

The cost for additional insurance will be added to your invoice.

We cannot be held responsible for any losses or damages due to or caused by couriers or shipping companies.

We will process claims for losses with our couriers to the best of our ability once 90 days has passed from the reported loss of the shipment.

15.6 3rd Party Courier Collections

3rd Party courier collections will not be facilitated from our hubs.

These collections will only be allowed in extreme circumstances and upon the discretion of management.

15.7 Customs Clearance Information, Taxes & Duties

Get Out Ltd or its partners or agents cannot be held responsible for any taxes, duties, charges or delays caused by or a result of actions by customs agents, shipping companies or government organisations. It is your/the customer's responsibility to ensure all the correct information is provided for shipment of your items to your chosen country.

16. Compensation for Lost or Damaged Items

16.1 Liability

Liability for any damage to or lost items is strictly limited to loss or damage which occurs whilst in our possession, as a result of our negligence, breach of duty or other wrongful act or omission.

Get Out Ltd will not under any circumstances be responsible for any direct or indirect/consequential or special losses, damages or expenses claims. Including but not exclusive to loss of future profits, customs charges, import taxes and duties which do not arise naturally as a result of our negligence, breach of duty or other wrongful act or omission.

16.2 Force Majeure

No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure,

industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

16.3 Making a Claim for a Lost Item

A claim can be made for:

Items which have been registered on the Seller's portal and cannot be subsequently located by the hub when a shipment or resell is being prepared.

A claim cannot be made for:

Items which according to courier tracking have arrived at a hub but have not been registered on the portal. Our hubs receive hundreds of parcels in each courier delivery which are tracked as delivered with one signature for the whole delivery. This cannot be used as undisputed proof that the item has arrived.

Loss or damage for items which have been in our warehouse for more than 6 months.

Items which Sellers claim that they have not received in a shipment. Get Out Ltd cannot be held responsible for errors, omissions or flawed booking in procedures.

Limited Liability: Compensation is limited to a maximum of £50, €55, US\$65 per item.

A copy of the original purchase invoice must be provided.

16.4 Additional Claims

In the event that an item is:

16.4.1 Lost In Transit - A claim will be lodged against the courier according to their claim timescales or within 30 to 60 days of the notice received by the claiming party. A cost/purchase invoice (the manufactured cost of the item) is to be submitted to support the claim. The claim amount will be applied as a credit to your account after 90 days from the reported claim date. Please note that the amount of credit awarded will depend upon the courier's own terms and conditions and is out of our control.

16.4.2 Incomplete Order shipped - If the order is deemed incomplete, the replacement or additional item will be shipped at the hubs/our expense. Please ensure that the order was not split due to stock being on back order.

16.4.3 Over shipped Orders - Return costs incurred by over shipping will be at our expense, but will not exceed the limited liability amounts as per 16.3.

16.4.4 Incorrect Address and Undeliverable Shipments - Should a shipment be incorrectly delivered due to an incorrect address supplied by you or returned to us as an undeliverable shipment, any fees levied by the courier will be charged to you.

17. Use of Our Addresses

You are permitted to use our addresses for the purposes of customer returns, FBA removals or stock deliveries only.

Our addresses cannot be advertised to your customers to visit or drop off parcels in person.

You are not permitted to use or publicize our addresses for any other use that may result in any

confusion, misrepresentation or deliberately misleading customers, authorities or any other party.

Examples of using our addresses that are not acceptable include but are not limited to:

- Any form of company or business registration.
- Any form of tax, VAT or other national or local tax registrations.
- Any form of representing your company, your brand/s or business other than for returns or fulfillment purposes.
- This includes using terms like *"national office", "headquarters", "sales office", "Our warehouse"* or similar for a region or country or any other misrepresentation that could lead to your customers or authorities believing any of our addresses have any legal connection to your business.

Such use is against the terms of our services and illegal in some cases.

Telephone numbers

Please never publish or provide any of our telephone numbers to your customers under any circumstances. If customers call our warehouses we or our partners are unable to give them any help or information. This can result in unhappy customers, bad feedback and ratings for you as well as us and our warehouse partners. Any time spent on dealing with phone calls from customers will be charged for at our hourly labour rate.

Why we have our address policy

Using our addresses like this can be damaging to your business, and detrimental to our partner warehouses, as your customers who try and contact us will be confused and frustrated when they don't get the response they are expecting. This can of course lead to negative feedback and formal complaints and extra work at our warehouse locations that can lead to extra charges being incurred by you.

Although every attempt is made to ensure the correct translation between languages, the parties agree that the English version of our standard trading conditions, including any or all documentation issued by the Company will supersede those of the translated versions, as some wording or phrases may not provide an accurate representation when translated from English.