BREXIT ANNEX (incorporating Brexit Annex 1 – legal terms)
V6.0 – March 2025 – DX

IMPORTANT - PLEASE READ THIS ANNEX

DX would like to inform you of our latest advice regarding shipping to ROI and NI following the Government Brexit announcements on 30th December 2020 which became effective at 23:00 hours (GMT) on the 31st December 2020, and the implementation of the Windsor Framework planned to commence on 1st May 2025.

This document combines and supersedes any previous documents.

ROI GUIDANCE – APPLICABLE ONLY TO DX CUSTOMERS SENDING TO/FROM REPUBLIC OF IRELAND

Post-Brexit Contract Terms for despatches to/from the Republic of Ireland from 1st January 2021

Customers can continue to send goods to/from ROI with DX once approved. Consignments can be entered as normal on your DX despatch software or via API. When entering your first post-Brexit despatch to ROI you will be prompted to confirm acceptance of terms by using check boxes which ensure DX are legally compliant. To assist with understanding our despatch system updates please refer to our despatch ROI guide.

Authority

DX now requires your signed authority to continue to act as your service provider into the ROI which is now classed as an export destination as of 1st January 2021. A copy of the 'Standing Authority to Act as Customs Representative' form is available from your local Depot Sales Manager, Account Manager or Customer Services Manager. An authorised signatory copy of this form, on your Company letterhead wherever possible, can be submitted to DX electronically. Your Depot Sales Manager/Account Manager/Customer Services Manager will guide you through this process. In addition, to perform an import declaration in the ROI we require a Standing Authority to be completed by your Irish importer(s). This is a legal requirement and DX will not be able to ship a consignment where a signed Standing Authority is not held for both the exporter and [B2B] importer.

Commercial Invoice

A blank Commercial Invoice template can be provided to you via your local DX contact. The Commercial Invoice must be fully completed and correct. When entering a shipment for the ROI, you will be prompted to upload a completed, signed copy of the Commercial Invoice. We also ask that you attach a signed copy to the outer packing of any item in your shipment. DX will check and verify the information supplied on the Commercial Invoice. Once checked and verified the goods will be forwarded. If any information is incorrect or incomplete, DX will hold the goods and contact you to rectify within 48 hours. Our processes will be continuously reviewed as we need to avoid any delays at the border posts, therefore, we ask Customers to be as prepared as possible with accurate and complete Commercial Invoices.

The Commercial Invoice must include the following information:

- The classification of your goods. Commodity Codes, you can use the UK tariff (or EU TARIC) database. The following link may be of assistance; https://www.gov.uk/trade-tariff
- The product commodity code must be 10 digits long
- The country of origin for all products
- Product descriptions
- Gross weight
- Unit price
- Quantity
- Net price
- Incoterms / trade terms
- Include all DX tracking number references within the consignment to be shipped

Definition of a Consignment

A sale from one entity to another entity, despatched on the same day to the same recipient. It may contain 1 package or multiple packages. This will be seen as a consignment of packages. A Commercial Invoice or equivalent data is a mandatory requirement for and a pre-condition to any consignment being shipped.

Customs Data and Liabilities

You are responsible for ensuring that accurate and valid data is provided to DX at all times and agree that any such data can be relied upon by DX as being accurate and valid for onward transmission to HMRC & Irish Revenue.

DX shall have no liability whatsoever (whether in contract, tort, statutory duty or otherwise) howsoever arising, for any delay, failure of delivery, returned consignments, imposition of EU duties or taxes or any other losses including:

- Loss of profits
- Loss of business
- Loss of anticipated savings
- Loss of or damage to goodwill or reputation
- Any indirect or consequential losses

should any of the data provided to DX be inaccurate, invalid or otherwise defective in any way at any time and/or at any time should you fail to be validly authorised or lose your authorisation.

To review DX's full legal terms and conditions please visit **https://www.dxdelivery.com/legal**

Shipment data/Commercial Invoices do not match

If DX receive shipment data/commercial invoices and subsequently collect goods that do not exactly correspond to this data, then DX will not be able to forward them. All goods will be checked on receipt at the DX Depot/Hub and you will be alerted of any issues.

Variation of Terms

The "Brexit Annex 1" terms at the end of this document will be automatically incorporated into the agreement between both parties as your acceptance of the terms to despatch items to Republic of Ireland from 1st January 2021.

Payment of Import Duties and VAT

• Duties may be payable on import depending on the product and origin of the goods. It is the responsibility of the sender to ensure that all Customs information is complete and correct.

• To allow goods to be moved as quickly as possible DX will default to operating DDP (Delivery Duties Paid) incoterms, meaning that the Sending Customer (Exporter) is responsible for ensuring Duty is paid for the shipment as DX does not have the facility in the ROI to hold goods pending payment. However if an Importer has their own Irish TAN account and DX are authorised to use this, we can send consignments under DAP (Delivered At Place) incoterms meaning the importer pays their own duties. The TAN account details must be provided on the Standing Authority form, and a Form 5a must be completed by the Importer and sent directly to Irish Revenue to authorise DX to use an Importer's TAN. Please note that if an Importer's TAN rejects payment, DX will pay the import duties on arrival and charge this back to the account holding shipper.

• DX, via its in-house Customs Team, will make Customs declarations on your behalf. DX can pay the VAT & Duty on your behalf and charge back to you for immediate payment within 7 days (under DDP Incoterms – Delivery Duties Paid). Should you use this service, please note that a supplementary charge will be made to cover our administration costs and the credit risk we accept by initially paying on your behalf. Full pricing details are available from your local Depot Sales Manager, Account Manager or Customer Services Manager. You will need to register for VAT in the importing country in order to reclaim any import VAT paid to DX in the UK.

• Both UK and Irish Governments have introduced Postponed Import VAT Accounting procedures (PIVA) available to all traders with a valid EORI number. This procedure allows import of goods without the need to pay import VAT. Instead, the importer accounts for the import VAT on their next tax return (simultaneously paying and reclaiming so no outlay involved). DX will default to claiming all import VAT be paid by PIVA, unless specifically instructed not to by the exporter or importer (this must be clearly stated on any commercial invoice). Please note that if PIVA is refused or rejected, DX will pay the import VAT on arrival and charge this back to the account holding shipper.

Operational Solution

All Customs data must be provided to DX on the day of despatch as our system will require the extra information to forward your goods. As previously stated, you will be asked to upload a copy of your Commercial Invoice electronically when entering

your consignment details. Remember to also attach a copy of the Commercial Invoice enclosed in a pouch/envelope/wallet on the outer packaging of an item in your consignment.

Service Levels

Due to the additional checking required before onward shipment and sailing departure times, DX have to inform you that for consignments despatched from 1st January 2021, a Next Day service option to the Republic of Ireland will be withdrawn until further notice.

ROI - EU Customs Entry Charge

Effective from 1st January 2021, all consignments despatched to Republic of Ireland will be subject to a Customs Entry Charge. This charge will be in addition to your headline consignment charge when invoiced (this is incorporated into the consignment charge for DX Freight customers). Unfortunately, this charge is unavoidable, and DX has no option but to recoup this charge from the Customer.

Should you have any questions please do not hesitate to contact your local depot in the first instance. For more information please visit:

https://www.gov.uk/government/collections/brexit-guidance or

https://www.revenue.ie/en/customs-traders-and-agents/brexit/index.aspx

NI GUIDANCE – APPLICABLE ONLY TO DX CUSTOMERS SENDING TO/FROM NORTHERN IRELAND

Shipping from Mainland UK to Northern Ireland

When the United Kingdom left the EU common market in 2021, the Northern Ireland Protocol was agreed, which meant that goods moving from GB to NI would require a declaration, usually on the Trader Support Service (TSS). Fast parcel operators (FPOs) were granted a temporary easement that meant instead of individual declarations, DX and other FPOs could send a monthly data report to HMRC detailing all GB-NI shipments sent in the previous month. Traders were asked to retain records of their GB-NI transactions for business to business (B2B) goods sent by an FPO that exceed £135 in value.

In February 2023, the Windsor Framework laid out new plans, whereby any GB-NI goods which were not at risk of entering the EU (Ireland) would not be subject to EU duties, and would require a much simpler dataset to be shared with HMRC, and this would include B2B parcels. This will also be required for business to consumer (B2C) parcels that are over the weight limits of 100kg for a single item within a parcel and 31.5kg for multiple items within one parcel.

For B2B parcels to benefit from these facilitations, traders are asked to apply to the UK Internal Market Scheme (UKIMS), and once authorised they will be issued with a UKIMS authorisation number which will need to be submitted on each shipment to ensure no EU duties/taxes are charged on 'not at risk' GB-NI shipments, and no commercial invoices are therefore required. DX will only carry UKIMS ('Green Lane') B2B goods from GB to NI using the shipper's UKIMS authorisation.
All DX Customers sending B2B goods from GB to Northern Ireland or their receivers therefore need to obtain UKIMS authorisation before signing up for this service, which can be done online at:
https://www.gov.uk/guidance/apply-for-authorisation-for-the-uk-internal-market-scheme-if-you-bring-goods-into-northern-ireland
As TSS will be DX's means of sharing B2B data with HMRC, we ask our customers sending B2B parcels to please ensure they (or the UKIMS holder) are registered with the TSS and authorise DX for 'UKIMS access' to submit information on your behalf. DX will hold details of your EORI and UKIMS references and will require product details of all goods sent, including plain English descriptions, quantities, values, weights, and countries of origin. We will also request where available receiver's EORI numbers and we strongly recommend providing a minimum 6-digit commodity code per product. Missing/inadequate data will result in delayed or returned consignments.

The Windsor Framework also lays out new requirements for B2C GB-NI parcel shipments below the weight limits above, where product line information will need to be captured by FPOs and reported to HMRC daily. B2B shipments must not be declared as B2C – DX will be conducting regular compliance checks. B2C qualifying goods do not require UKIMS or TSS

registration or EORI numbers but will need a plain English description of every product sent in every consignment along with weights, values and again we strongly recommend minimum 6-digit commodity codes.

These changes are due to come into force on 1st May 2025.
For further Government guidance on these changes for GB to NI parcels, please visit https://www.gov.uk/government/publications/moving-parcels-from-great-britain-to-northern-ireland-under-the-windsor-framework

As a GB-NI Trader, it is your responsibility to take any independent legal advice. If you require any further information please contact your DX Account Manager.

By continuing to despatch goods to/from Republic of Ireland and Northern Ireland you are agreeing to not send any prohibited or restricted goods. You can check the rules for your goods at https://www.gov.uk/government/publications/uk-trade-tariff-import-prohibitions-and-restrictions/uk-trade-tariff-import-prohibitions-and-restrictions

SHIPPING DOCUMENTATION ONLY TO / FROM ROI AND NI

We are aware that some DX Customers will only ever send printed correspondence, such as letters, contracts or other documentation of no commercial value to/from Republic of Ireland and Northern Ireland. By agreeing this Annex, those Customers agree that only personal or printed correspondence will be sent to/from ROI or NI with DX, and that our system will only allow the booking of this type of ROI/NI consignments.

If any goods or other items requiring customs declarations are sent with DX they will be returned unless the Brexit Annex is updated and the account updated to then allow such items to be booked under the previously outlined services.

LEGAL TERMS - BREXIT ANNEX 1

1. This BREXIT ANNEX amends and forms part of any and all contracts you as the Customer have with DX Network Services Limited (“DX”) (the "Agreement")

2. In this Annex the following definitions apply:

Brexit means:

(a) the United Kingdom (UK) ceasing to be a member state of the European Union (EU) and/or the European Economic Area (EEA); and/or

(b) the commencement, variation, end of or variation in any transitional, trading or other arrangements from time to time between: (i) the UK and the EU and/or EEA; and/or (ii) the UK and any other country, group of countries, international organisation, bloc or body (including the World Trade Organization) in contemplation of or (directly or indirectly) in connection with Brexit;

GB shall mean the island of Great Britain, relating to what some would refer to as ‘mainland UK’ but specifically - England, Wales and Scotland. **ROI** shall mean Republic of Ireland, and **NI** shall mean Northern Ireland.

Exit Day shall have the meaning in the European Union (Withdrawal) Act 2018;

EU Customs Entry Fee shall (where applicable) mean the EU Customs Entry supplement identified in your Agreement with us. This charge is in addition to your base consignment charge for consignments sent to Republic of Ireland.

Handling Fee shall (where applicable) mean the handling fee identified in your Agreement with us. This charge is included in your base consignment charge for consignments sent to Northern Ireland.

IMMI shall mean the internal market movement information, and is a dataset reported by carriers to HMRC’s CDS system.

Losses means all damages, liabilities, demands, costs, expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, legal and other professional fees, cost and expenses, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation).

Tax means, whether created or imposed by the UK, the EU or elsewhere, any Customs and Excise duties, and any other taxes, levies, contributions, duties or imposts similar to, replaced by or replacing any of them, and all exchange rate differences, penalties, charges, fines and interest included in or relating to any tax assessment therefor, regardless of to whom any such taxes, penalties, charges and fines are, and any interest is, directly or indirectly chargeable or attributable or primarily chargeable or attributable;

Tax Authority means any taxing, fiscal or other authority (wherever situated in any jurisdiction) competent to impose, collect or enforce any liability to Tax, including but not limited to HMRC or Revenue Ireland.

3. Payment obligation, EU Customs Entry Fee, Handling Fee & Indemnity

3.1 Both before and after Exit Day, the Customer shall pay DX (without deduction or set-off) the EU Customs Entry Fee or Handling Fee (where applicable) and all Tax paid by DX on your behalf and shall indemnify and keep indemnified on demand and hold harmless DX against all Losses suffered or incurred by DX arising out of or in connection with DX paying or being held liable to pay, or any Tax Authority claiming that DX is liable to pay on any item(including if defined as such in your Agreement any Consignment) which DX has agreed to deliver on your behalf, whether in connection with or as a result of Brexit or otherwise.