

Version 2.0 (07 January 2020)

This is a legally binding document forming part of the Agreement between you and Royal Mail



Royal Mail Specific Terms for Managed HS Classification Services

1. INTRODUCTION

- 1.1 In relation to the products set out in the Appendix, our agreement with you is made up of the terms of this document (**Managed HS Classification Specific Terms**); however, additional terms will apply to our provision of services to you, such as the Royal Mail General Terms and Conditions (**general terms**), the Royal Mail Specific Terms for International Business Services (**specific terms**) and any **additional terms** (including any user guide), the **rate card** and any price confirmation letter sent by us to you (in each case as described in the general terms) (together known as the **existing terms**).
- 1.2 If these Managed HS Classification Specific Terms contradict the existing terms, or any updated versions of the existing terms Royal Mail may publish from time to time, these Managed HS Classification Specific Terms will prevail over any conflicting terms in respect of the products.
- 1.3 The existing terms set out in clause 1.1 can be found at <https://www.royalmail.com/terms-and-conditions> (or substitute URLs).

2. DEFINITIONS

- 2.1 You may not be familiar with some of the words or phrases we use in this document. They are explained in the following section of this document, or in the existing terms (as updated by us from time to time).

charges	the charges applicable to our products under this agreement, as set out in clause 4 and the relevant rate card.
parties	us and you.
product(s)	each of the HS Code Classification products detailed in the Appendix.
third party supplier	Hurricane Modular Commerce Limited.
VAT or value added tax	value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto.

3. YOUR DUTIES

- 3.1 You must keep to these Managed HS Classification Specific Terms and the other terms of your agreement with us.
- 3.2 In addition to the terms listed at clause 1.1 above which govern the relationship between you and us in relation to the products, by using the products you agree to comply with our third party supplier's terms and conditions for provision of the products (**third party supplier terms**), as updated from time to time and available here: www.hurricanecommerce.com.
- 3.3 You agree to engage with our third party supplier in relation to the third party supplier terms as required by either you or our third party supplier from time to time using the following email address: legal@hurricanecommerce.com.
- 3.4 You will provide full co-operation, as detailed further in the Appendix and the relevant user guide, to both us and our third party supplier to enable the provision of the products to you.

4. CHARGES

- 4.1 The charges in respect of the product are set out in the relevant rate card.
- 4.2 We will send you invoices to be paid by you, each in accordance with the general terms.
- 4.3 You must pay any VAT due on the charges, which will be added to your invoice at the then current rate.

5. **PROVISION OF PRODUCTS**

5.1 Our provision of the products to you will end automatically at the earlier of:

5.1.1 the termination or expiry of the agreement between us and our third party supplier for provision of the products; and

5.1.2 where used in conjunction with a Royal Mail International Business Service the end of your agreement with us for the provision of that International Business Service.

Any provisions which by their terms are expressly or impliedly intended to survive termination, shall survive.

5.2 You acknowledge that to the extent you continue to receive (and/or to benefit from) the products, including where you do not carry out any associated mailing with us, these Managed HS Classification Specific Terms and the existing terms both continue to apply to our provision of the products.

5.3 If either party reasonably considers that the continuation of the agreement or these Managed HS Classification Specific Terms would be likely to result in it being in breach of any law or regulation applicable to it from time to time the parties will, on written request of the affected party, negotiate in good faith the terms of any amendments to the agreement and associated documents which are necessary to prevent the affected party from being in breach of such law or regulation. If the parties have not agreed the terms of any such variation in these circumstances, the affected party may at any time terminate the agreement immediately by giving the other party notice in writing.

5.4 Either party may terminate our provision of the products to you following provision of 30 days' written notice of the same to the other party.

Appendix

HS Code Classification products

Automatic Matching product

1. A Royal Mail service that appends to items in your customer catalogue:
 - a. Harmonised System (HS) Tariff Codes (which are used for customs processing purposes) ("**HS Tariff Codes**");
 - b. A list of Prohibition and Restriction Codes (provided as part of a report on export and/or transport restrictions and prohibitions that are generally valid for all line hauls and countries, as applicable to your product catalogue during the classification process), with each of these code types being further defined in the relevant user guide.
2. In addition to the HS Tariff Codes and the Prohibition and Restriction Codes and at no additional charge, the products also append a Hurricane Universally Unique Identifier ("**UUID**") to items in your customer catalogue.
3. You will need to provide us with an electronic list of SKU/product ID, product name and/or description (description critical for classification generation).
4. SKU/product IDs will be matched by the Artificial Intelligence system will be classified automatically.
5. Upon first submission, SKUs with an insufficient description and which are therefore not able to be matched through the Artificial Intelligence system will be identified and returned to you, providing an opportunity for you to improve or correct the description and resubmit it. Please note that we do not envisage a charge to review the applicable SKUs in this instance but reserve the right to charge for any further re-submissions of the same SKU details.

Expert Matching product

6. If automatic matching is not possible for any reason or you do not wish to improve or correct any insufficient product descriptions, we can offer an Expert matching service:
 - a. The Expert Matching product consists of a trained data analyst manually matching SKUs/product IDs to the relevant HS Tariff Code. HS Tariff Codes will then be appended to matched SKU's/product IDs along with the appropriate UUIDs, Prohibition and Restriction Codes;
 - b. The Expert Matching product will be offered if the quality of the SKUs/product IDs is insufficient for any automatic matching, or for SKU's/product IDs which were not able to be matched during an automatic matching phase.
7. For the Expert Matching product, a quotation will be provided based on the quantity of SKUs/product IDs to be matched. We will agree charges, by email or in writing, with you before you commit to buy this product.