

**EUPAL LIMITED TERMS AND CONDITIONS OF CARRIAGE  
(THE "CONDITIONS")**

**Please note: these Conditions contain exclusion clauses and limitations on liability. The Customer is responsible for ensuring that it fully understands these conditions, including any exclusions or limitations of the Company's liability, before it submits any Consignment for carriage by the Company.**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Conditions the following words and expressions shall have the following meanings:

<b>Appointed Carrier</b>	any carrier appointed by the Company from time to time to undertake the carriage of Goods on behalf of the Company;
<b>Appointed Carrier Conditions</b>	the standard terms and conditions of carriage used by the Appointed Carrier in force from time to time;
<b>Booking Form</b>	the document setting out the details of each Consignment;
<b>carriage</b>	the transportation of Goods making up a Consignment to the Destination;
<b>Charges</b>	the charges payable by the Customer for the delivery of Goods to be paid in accordance with the provisions of Condition 13;
<b>Company</b>	Eupal Limited (company number 5249724) whose registered office is at 27 Dan-Y-Graig Heights, Talbot Green, Pontyclun CF72 8FD;
<b>Consignment</b>	each batch of Goods submitted by the Customer for carriage to the same Consignee at the same Destination;
<b>Consignee</b>	the person to whom the Goods are to be delivered;
<b>Contract</b>	the contract between the Company and the Customer on and subject to these Conditions and incorporating the Booking Form and, where applicable, the Appointed Carrier Conditions, formed pursuant to the provisions of Condition 2;
<b>Customer</b>	the person, firm, company or other body at whose request or on whose behalf the Company agrees to transport Goods;
<b>Dangerous Goods</b>	those goods identified as dangerous in accordance with the provisions of Condition 4.1;
<b>Destination</b>	the location to which Goods are to be delivered as specified in the Booking Form;
<b>Goods</b>	the goods the Company agrees to transport for the Customer under the Contract as may be described in the Booking Form;
<b>Pre-Contractual Statement</b>	any undertaking, promise, assurance, statement, representation or warranty (whether or not in writing) given by or on behalf of the Company in relation to the subject matter of the Contract, other than as set out in these Conditions, the Booking Form or any document varying the Contract pursuant to Condition 2.5;
<b>Price List</b>	the list of standard charges for the carriage of goods by the Company as may be amended from time to time;
<b>Working Day</b>	any day on which businesses in the country of Destination, or businesses in countries through or over which carriage of any Goods takes place, are open for business (working days may vary by country of Destination);
<b>Working Hours</b>	between 9.00am and 5.00pm on a Working Day (or such other working hours as may be applicable to businesses in the country of Destination, or businesses in countries through or over which carriage of any Goods takes place).

- 1.2 any reference in these Conditions to any statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it or deriving validity from it;
- 1.3 reference in these Conditions to any gender includes a reference to the other genders; words in the singular shall include the plural and vice versa;
- 1.4 any reference in these Conditions to a person includes individuals, firms, partnerships, companies, corporations, associations, organisations, governmental bodies and trusts (in each case whether or not having separate legal personality);
- 1.5 any phrase introduced by the terms "including" or "including without limitation" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.6 reference in these Conditions to a "party" or the "parties" is a reference to the Company and/or the Customer as the context shall require.

**2. CONTRACT FORMATION AND APPLICATION OF TERMS**

- 2.1 Subject to any variation under Condition 2.5, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer at any time purports to apply under any purchase order, confirmation of order, acceptance of quotation, specification or any other document) or implied by law, trade custom, practice or course of dealing PROVIDED THAT where a Consignment is being delivered using the services of an Appointed Carrier the Company may, at its option, rely on the Appointed Carrier Conditions in addition to (or in substitution for) the Conditions.
- 2.2 These Conditions comprise the only terms and conditions upon which the Company will transport Goods for the Customer.
- 2.3 The Customer acknowledges and agrees that in entering into the Contract it has not relied on any Pre-Contractual Statement and, subject to Condition 17.3(b), shall have no right of action against the Company in respect of any Pre-Contractual Statement.
- 2.4 The Company is entering into the Contract on behalf of itself, its officers, employees, agents and/or any other person used or employed to collect, transport or deliver any Consignment on behalf of the Company. All such persons shall be entitled to the

benefit of these conditions and shall have no liability to the Customer greater than or in addition to that of the Company.

- 2.5 No proposed variation to the Contract or any representation relating to the Goods shall have effect and/or be binding on the parties unless expressly agreed in writing by the Customer and a duly authorised person on behalf of the Company.
- 2.6 By providing the Company with the Goods for carriage the Customer is accepting the terms of the Contract, irrespective of whether or not the Customer has signed the Booking Form.
- 2.7 Unless otherwise specified herein, in the event of any conflict between these Conditions and the Booking Form, these Conditions shall take precedence.

**3. SUB-CONTRACTING**

- 3.1 The Customer acknowledges and agrees that the Company may, at its sole discretion, sub-contract all or any part of the carriage of a Consignment.
- 3.2 The Customer hereby expressly authorises the Company to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether or not such contracts are subject to the trading conditions of the third party with whom such contracts are entered into.

**4. DANGEROUS AND PROHIBITED GOODS**

- 4.1 Except as provided in this Condition the Company will not transport any goods which are, in the Company's sole opinion, dangerous goods. Dangerous goods include, but are not limited to, those goods specified as dangerous in the International Maritime Dangerous Goods code (IMDG), the International Carriage of Dangerous Goods by Rail code (RID), the International Air Transport Association (IATA) Dangerous Goods Regulations; the Carriage of Dangerous Goods by Road Regulations (CDG) and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Framework Directive).
- 4.2 If the Company, in its sole discretion, consents to accept Dangerous Goods for carriage, such consent must be given in writing by an authorised representative of the Company. Dangerous Goods will only be accepted if they comply with the applicable laws and regulations and/or any additional conditions the Company may impose.
- 4.3 The Customer shall ensure that all and any Dangerous Goods to be transported under a Contract are prepared, packaged, stored and labelled in accordance with any laws, regulations or other requirements applicable to the carriage of the Dangerous Goods in question and/or any additional conditions the Company may impose, and that the preparation, packaging, storage and labelling are appropriate for any operations or transactions affecting those Dangerous Goods.
- 4.4 The Customer shall not present for carriage:
- (a) any Goods that are in any way contaminated, infected or infested, or are likely to harbour or encourage vermin or other pests; or
  - (b) any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in or over which the Goods (or any of them) are to be transported.
- 4.5 The Customer shall not, without the prior written consent of an authorised representative of the Company present for carriage any of the following:
- (a) any Goods which are liable to taint or to adversely affect other Goods;
  - (b) precious stones, precious metals, jewellery;
  - (c) currency, cheques, bonds, bills of exchange, other negotiable instruments;
  - (d) glass or china, objects of art, antiques;
  - (e) important documentation (including, passports, tenders, share certificates);
  - (f) alcohol, tobacco products, drugs of any description;
  - (g) pornography or other obscene material;
  - (h) weapons of any nature (including firearms), ammunition;
  - (i) flora or fauna (including live plants and animals);
  - (j) goods requiring specialist storage conditions during transit (such as controlled temperature and/or humidity).

4.6 Except where prior written consent has been obtained under Condition 4.5 and the goods in question have been specified in the Contract, the goods listed in Condition 4.5 shall be carried entirely at the Customer's own risk. The Customer should note that the Company and/or any sub-contractor employed by the Company may use mechanical handling and automated sorting equipment and that carriage of Goods may involve multiple loading/unloading of vehicles.

4.7 In the case of Goods falling into category 4.5 (a) above, if at any time such goods, in the reasonable opinion of the Company, constitute a risk to other Goods, property, life of health, the Company shall, where reasonably practicable, contact the Customer to require it to remove or otherwise deal with the Goods, but reserves the right, in any event, to dispose of the Goods in the manner it considers appropriate at the cost and expense of the Customer.

**5. PACKAGING OF GOODS**

- 5.1 The Customer shall be responsible at its own cost for ensuring that:
- (a) the Goods are adequately packaged for carriage; and
  - (b) the Goods are prepared for carriage in secure premises using trustworthy persons employed by the Customer; and
  - (c) the Goods are secured against unauthorised interference by third parties during preparation, packaging, storage and transportation immediately prior to acceptance for carriage of the Goods by the Company; and
  - (d) any and all packaging complies with the laws and regulations of each and every country in or over which the Goods may be transported.

5.2 If the Company, in its sole discretion, considers that the Goods (or any of them) are not sufficiently packaged for carriage the Company may, at its sole option:

- 5.2.1 refuse to accept the Goods for carriage; or
- 5.2.2 suspend carriage of the Goods until the Customer has arranged for them to be adequately repackaged; or
- 5.2.3 repackage the Goods, or arrange for them to be repackaged by a third party, at the Customer's sole expense, and the Company shall issue an invoice accordingly following such repackaging and the Company shall not be obliged to consult the Customer before choosing any of the options set out in this clause 5.2.

**6. PREPARING GOODS FOR CARRIAGE**

6.1 Upon submission of a Consignment to the Company (or alternatively when a Customer requests the collection of a Consignment from a third party address) the Customer shall provide to the Company such details relating to the Consignment as the Company may request in such format (whether electronic, printed or written) as the Company may require.

- 6.2 The Customer shall ensure that each Consignment (and any and all individual packages comprised within a Consignment) is correctly labelled with the full address of the Consignee including, but not limited to, the postcode of the Destination and a contact name and telephone number for a representative of the Consignee.
- 6.3 If the Company is unable to deliver a Consignment because it has been provided with, or because the Consignment has been labelled with, an incorrect address, the Company will use reasonable endeavours to locate the correct address. The Company reserves the right to require any Customer that has incorrectly labelled any Consignment to pay additional charges to cover any losses incurred by the Company as a result of the provision by the Customer of incorrect details.
- 6.4 The Customer agrees that the Company and/or any governmental authority including HM Revenue & Customs may open and inspect any Consignment at any time.
- 6.5 For all international Consignments, the Customer shall provide to the Company when the Goods are submitted for carriage by the Customer, such documentation as may be required to enable the Goods to be either exported from, or imported into, the UK.
- 6.6 When any Consignment is submitted for carriage by the Customer, the Customer shall, unless agreed otherwise in writing by the Company, provide wholly accurate weight and dimension measurements for each Consignment as required on the Booking Form or such other measurements as may be required by the Company.
- 6.7 The Company reserves the right for it and/or its Appointed Carrier to undertake its own weight and dimension measurements in relation to each and every Consignment. If the weight and/or dimension measurements provided by the Customer are found by the Company or the Appointed Carrier to be inaccurate Company and/or the Appointed Carrier may make an appropriate adjustment to the Booking Form and/or Charges accordingly, and may, at the Company's and/or Appointed Carrier's sole discretion, charge the Customer an additional handling fee for having to make such corrections and adjustments. Customer shall be liable for payment of all and any additional sums resulting from inaccurate weight and/or dimension measurements provided by the Customer to the Company or the Appointed Carrier. The Company and/or the Appointed Carrier's assessment of the relevant weight and/or dimension measurements shall be deemed final unless the actual weight and/or dimensions of any Consignment is otherwise proved by the Customer (at the Customer's expense) prior to carriage.
- 6.8 Unless the Company agrees otherwise in writing prior to submission of any Consignment for carriage, the Company shall not be required to provide any specialist handling equipment when either the Consignment is accepted for carriage or is delivered to the Consignee. The Customer hereby indemnifies the Company and will keep the Company indemnified and held harmless against any claim for the loss of, or damage to the Goods, the Company's property or to other goods, or any claim or award made against the Company as a consequence of the use by the Customer of its own handling equipment for the loading and unloading of Goods.
- 7 CUSTOMS CLEARANCE**
- 7.1 The Customer hereby:
- appoints the Company as its agent solely for the purpose of clearing and entering any Consignment through customs; provided always that the Company does not accept any liability in respect of delays caused by HM Revenue & Customs or any other customs authorities or any other events beyond the Company's control, and estimated delivery times shall be adjusted accordingly to account for any delays incurred in accordance with this Condition 7;
  - certifies that the Company is the Consignee for the purpose of designating a customs broker to perform customs clearances and entries if the Company sub-contracts the relevant part of the Contract. The Customer shall, at its expense, provide any additional documentation required to for the purposes of confirming the import/export declaration of the Company's customs clearance status.
- 7.2 The Customer hereby warrants that all statements and information it provides relating to the exportation and importation of any Consignment will be accurate and correct. The Customer acknowledges that to make untrue or fraudulent statements about any Consignment or any of its contents risks a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of such Consignment.
- 7.3 The Company may, at the Customer's request and the Company's sole discretion, assist any Customer in completing the required customs and other formalities provided always that the Customer acknowledges that such assistance is provided at the risk of the Customer. The Customer hereby agrees to indemnify and hold the Company harmless and keep the Company indemnified and held harmless from any claims that may be brought against the Company arising from the information provided by the Customer to the Company and any costs the Company may incur regarding this and pay any administration fee the Company may charge to the Customer for providing the services described in this Condition 7.3.
- 7.4 In the event that the Company incurs any customs duties, taxes, penalties, storage charges or other expenses as a result of the actions of HM Revenue & Customs or other governmental authorities or resulting from the failure of the Customer and/or the Consignee's failure to provide proper documentation and/or to obtain the necessary documentation, licences or permits, such additional amounts will be charged to the Customer or, at the request of the Customer, to the Consignee. In the event that any Consignee refuses to pay such additional amounts the Customer hereby agrees to pay these to the Company together with any reasonable administration costs and any other costs incurred by the Company in dealing with such claim. The Customer hereby agrees, upon request at any time by the Company, to supply a guarantee for any of the duties, taxes, penalties, storage charges or any other expenses incurred in accordance with this Condition 7.4.
- 7.5 Whilst the Company will endeavour to expedite all customs clearance formalities for any Consignment the Company shall not be liable for any delays, losses or damage caused by interference from HM Revenue & Customs, its officers, or other governmental authorities.
- 8 DELIVERY**
- 8.1 Unless agreed otherwise in writing, the route and the method by which the Company or the Appointed Carrier may transport the Goods of any Customer shall be at the Company's, or the Appointed Carrier's, sole discretion.
- 8.2 Calculation of transit times required to transport any Goods shall be given by the Company with reference to Working Days only. Delivery times stated by the Company shall exclude any days other than Working Days. The Company shall not be responsible for, and hereby excludes any liability in respect of, delays caused by HM Revenue & Customs or other governmental bodies or any other events beyond

the Company's control, and estimated delivery times shall be adjusted accordingly in the event of such delays.

- 8.3 The Company shall use reasonable endeavours to collect, or to arrange collection by the Appointed Carrier of, the Goods on the collection date set out in the Booking Form. The Company shall not be liable for any failure by it, or by the Appointed Carrier, to collect the Goods (or any of them) at the time specified in the Booking Form.
- 8.4 Delivery of the Goods shall be deemed to have occurred immediately upon the arrival of the Goods at the agreed delivery address, following off-loading. With immediate effect from the time delivery of the Goods is deemed to have occurred pursuant to these Conditions, the Company shall have no further obligations whatsoever in relation to the transportation, care or storage of the Goods. Notwithstanding the foregoing, in the event that the recipient of the Goods at the Destination fails to take delivery of the Goods the Company may, at its absolute discretion and the Customer's cost, elect to take such action as it deems necessary to preserve intact, store, transport and/or to re-deliver the Goods in accordance with the provisions of Condition 9. Any costs and/or expenses incurred by the Company in so doing shall be reimbursed by the Customer immediately on demand by the Company.
- 8.5 The Company or the Appointed Carrier may, at their sole option, deliver the Goods by separate instalments in which case each instalment shall, subject to Condition 19.2(a), be treated as a separate contract on and subject to the Conditions. No breach by the Company of any one contract relating to an instalment shall entitle the Company to any right of variation, cancellation or termination in respect of either the Contract as a whole or any contract relating to any other instalment.
- 8.6 Time for delivery of the Goods shall not be of the essence of the Contract and any times or dates related to the delivery of the Goods specified in the Booking Form shall be treated as non-binding estimates only. The Customer acknowledges and agrees that the Company shall have no liability to the Customer under the Contract for any loss, costs, damages, expenses or charges whatsoever suffered or incurred by the Customer (whether directly or indirectly) as a result of any delay in the delivery of the Goods, nor shall any such delay entitle the Customer to terminate or rescind the Contract.
- 9 UNDELIVERABLE AND REJECTED CONSIGNMENTS**
- 9.1 Where a signature is required upon the Consignment reaching the Destination, the Customer shall ensure that the Consignee is available to accept delivery of a Consignment during the normal Working Day, during Working Hours, or at such times as specified by the service requested by the Customer.
- 9.2 Where a signature is required when a Consignment reaches the Destination and the Consignee is unavailable to sign for the Consignment, the Consignment shall not be delivered by the Company unless the Customer has provided the Company with authority to do so.
- 9.3 Where a signature is not required when a Consignment reaches the Destination and the Consignee is unavailable to accept delivery of the Consignment, the Company may, in its absolute discretion, either:
- deliver the Consignment to an adjacent address; or
  - leave the Consignment in a safe location at the Consignee's address; or
  - redeliver or redirect the Consignment in accordance with the instructions received from the Customer; or
  - return the Consignment to the Customer; and/or
  - try to leave a notice at the Consignee's address confirming that delivery has been attempted and the whereabouts of the Consignment unless the Customer has specifically asked the Company not to do so prior to the Consignment being submitted for carriage.
- 9.4 In the event that a Consignment is rejected by a Consignee (other than in accordance with the provisions of clause 12) the Company shall either return the Consignment to the Customer, or redeliver or redirect the Consignment in accordance with the instructions received from the Customer.
- 9.5 The Company shall be entitled to charge the Customer for the redelivery, redirection or return of a Consignment based on either the amounts set out in the Contract or the Company's Price List or based on the Appointed Carrier's standard charging rates in force from time to time.
- 9.6 The Customer hereby agrees to pay the Company:
- any costs the Company may incur in forwarding, disposing of or returning a Consignment; and
  - any charges (if any) for making further delivery attempts.
- Following repeated attempts by the Company or the Appointed Carrier to deliver any Consignment it shall be at the Company's (or the Appointed Carrier's) sole discretion to return such Consignment to the Customer and/or to destroy such Consignment and/or to sell the content of such Consignment.
- 9.7 The Company, or the Appointed Carrier, may at their sole discretion record the signature of the Consignee as proof of delivery of a Consignment.
- 9.8 Where a signature is not required when a Consignment reaches the Destination, proof of delivery shall be the time and date of delivery of the Consignment as recorded by the Company at the time the Consignment was delivered.
- 9.9 If at any time the Customer requests a proof of delivery the Company shall be entitled to invoice the Customer a reasonable charge for the provision of such proof of delivery.
- 9.10 The inability or failure of the Company to provide a proof of delivery shall not prejudice the position of the Company in respect of any time limits applicable to the Customer for making a claim for the loss of or damage to any Goods as detailed in Condition 12.
- 10 LOSS AND DAMAGE IN TRANSIT AND INSPECTION**
- 10.1 The Company shall not be liable for any loss or damage to the Goods in transit except where:
- Enhanced Liability Cover (as defined in and subject to the provisions of Condition 11) is available to be purchased by the Customer and the Customer has purchased such Enhanced Liability Cover; or
  - any Consignment is carried by road within, to, or from a country that is party to the Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR) (in which case the Company's liability will be limited as per Condition 16.1(b); or
  - the loss or damage is identified by the Consignee on delivery and notified by the Consignee and/or the Customer to the Company in accordance with the provisions of Condition 12; or

- (d) in the case of total loss, the non-arrival is notified to the Company in accordance with the provisions of Condition 12 in which event the provisions of Condition 12 shall govern any claim for compensation made by the Customer.
- 10.2 The Company's liability under Condition 10.1 shall in all circumstances be limited in accordance with the provisions of these Conditions.
- 11 ENHANCED LIABILITY COVER**
- 11.1 An increased level of liability of the Company ("Enhanced Liability Cover") may be available for purchase by the Customer in respect of certain Consignments, products or services offered by the Company. Where such Enhanced Liability Cover is available for purchase the Customer must complete the relevant section of the Booking Form and pay the relevant charge as calculated in accordance with the Price List or as notified by the Company to the Customer.
- 11.2 Subject to the provisions of this Condition 11, where Enhanced Liability Cover is available (and following completion of the Booking Form and receipt of payment by the Customer of the relevant Enhanced Liability Cover charge) the Company shall increase its limit of liability for loss or damage to the Customer's Consignment to the full value of its Consignment (subject to a maximum of £15,000 per Consignment).
- 11.3 The Company's increased limit of liability does not apply where:
- the Company's liability is excluded under these Conditions;
  - the Company is offering products or services in relation to which Enhanced Liability Cover is unavailable;
  - where Enhanced Liability Cover is available, the Customer fails to complete the relevant box on the Booking Form to purchase the Enhanced Liability Cover;
  - where Enhanced Liability Cover is available, the Customer fails to pay the relevant charge for Enhanced Liability Cover.
- 11.4 For the avoidance of doubt the Enhanced Liability Cover does not cover losses of a consequential nature or other losses detailed in Condition 17, delays in carriage of any Consignment (or part of it) or any loss arising as a breach of any of the Customer's obligations under these Conditions.
- 11.5 Enhanced Liability Cover is not available in respect of carriage of any of the following: precious stones, precious metals, laptop computers, plasma screens, jewellery, money, glass, china, objects of art, antiques valuable documents (for example, passports, tenders, quotations or share and option certificates) or any films, tapes, discs, memory cards or any such other data or image carrying goods. The Customer shall be responsible for arranging insurance in respect of such items.
- 11.6 The Customer is advised that, even where Enhanced Liability Cover is available in respect of certain products, services and/or Consignments, it may not be available in respect of deliveries to or through a limited number of countries.
- 12 COMPENSATION FOR LOSS OR DAMAGE (CLAIMS PROCEDURES)**
- 12.1 The Customer shall, or shall procure that the Consignee shall, inspect the Goods for defects or damage immediately on delivery. The Customer shall, and shall procure that the Consignee shall, only sign for receipt of the Goods if the Customer or the Consignee is satisfied that the Goods have been delivered in good condition. The Company shall be entitled to assume that any Consignment has been delivered in good condition unless either:
- the Customer and/or the Consignee has noted any damage on the Company's or its Appointed Carrier's delivery documentation when accepting the Consignment; or
  - the Customer and/or the Consignee notifies the Company immediately on delivery of any alleged defect or non-conformity (or, where the Customer is a different person from the Consignee, the Customer notifies the Company of any alleged damage, defect or non-conformity within the time limits set out in this Condition 12) the Customer and/or the Consignee shall be deemed to have accepted the Goods as delivered.
- 12.2 In order for the Company to consider a claim for damage, defect or non-conformity the contents of the Consignment and the original packaging must be made available to the Company for inspection, and the Customer shall be responsible for ensuring that any Consignee retains such Consignment and the original packaging for inspection.
- 12.3 The Company shall pay no compensation whatsoever, where the Customer does not notify the Company either verbally or in writing of its intention to make a claim in accordance with the provisions of this Condition 12, or does not submit a written claim, including adequate proof of value, to the Company at the address set out in these Conditions (or such other address as the Company may notify to the Customer) in accordance with the time limits stipulated below or within any other time limits set out in the Contract. The Customer must document its claim by sending the Company all relevant information about the Consignment and the relevant loss or damage suffered or non-conformity.
- 12.4 The relevant time limits (unless provided otherwise in any Contract or any applicable convention) shall be as follows:
- in relation to the loss of a Consignment, or any Goods forming part of a Consignment, within 48 hours of the date on which the Consignment should have been delivered PROVIDED ALWAYS THAT a written claim must be sent to the Company within 14 days of the date the Consignment was submitted for carriage (together with all relevant information about the loss suffered);
  - in relation to damage to any Consignment, or any Goods forming part of a Consignment, the Company must be advised of any claim immediately upon signature of the Company's delivery documentation by the Consignee and/or by the Customer within 48 hours of the date of delivery of the Consignment PROVIDED ALWAYS THAT a written claim must be sent to the Company within 14 days of the date of delivery of the Consignment (together with all relevant information about the damage suffered).
- 12.5 The Company reserves the right to inspect any allegedly damaged, defective or non-conforming Goods and the Customer is required to make such Goods available to the Company for such purposes.
- 12.6 For the avoidance of doubt, the Company shall not be obliged to act on any claim until its Charges have been paid nor is the Customer entitled to deduct the amount of its claim from the Company's Charges.
- 12.7 Save as otherwise provided by any applicable convention and or law the Customer's right to claim damages against the Company shall be extinguished unless an action is brought in a court of law within 6 months from the date of delivery of the Consignment or from the date on which the Consignment should have been delivered or from the date of the event or occurrence alleged to have given rise to the cause of action against the Company.
- 12.8 The amount of compensation payable by the Company for the loss, damage or non-conformity of Goods, howsoever caused, shall be limited in accordance with the provisions of these Conditions; and specifically Conditions 16 and 17.
- 13 CHARGES**
- 13.1 Subject always to the provisions of this Condition 13, the price for the Goods shall be as specified in the Booking Form and/or as otherwise notified by the Company to the Customer (including in accordance with the provisions of Condition 6.7).
- 13.2 Unless otherwise stated in the Contract, the Charges shall be exclusive of:
- any taxes (including value added tax), duties, tariffs and charges applicable in any country or territory (whether directly or indirectly) in relation to the carriage of the Goods; and
  - any packaging or other expenses not provided for in the Contract and incurred by the Company in performing its obligations under the Contract; and
  - the provision of any certificates of conformity or any other documentation required for the carriage of the Goods
- all of which amounts shall be payable by the Customer in addition to the Charges.
- 13.3 The Company shall have the right at any time to increase the Charges by any amount attributable to any or all of the following:
- any additional costs which the Company may incur in relation to the Contract and which were either unforeseen or not accounted for in calculating the Charges at the time the Contract was formed;
  - any change in or insufficiency of the Customer's instructions including, but not limited to, any information provided by the Customer on the Booking Form (for example, any underestimate or inaccurate measurement by the Customer of the weight or dimensions of the Goods making up a Consignment);
  - any breach of, or delay by the Customer in performing any of its obligations under the Contract.
- 13.4 If any of the Charges are based on the charges set out in the Company's Price List then in the event that the Company increases any of the charges set out in the Price List, such revised charges shall be deemed to apply to the delivery of any Consignment (or part of it) and shall apply with effect from the publication of the revised Price List by the Company.
- 13.5 If the Customer continues to use the services of the Company following the date of notification of revised charges by the Company to the Customer the Customer shall be deemed to have accepted such revised charges.
- 14 PAYMENT**
- 14.1 Unless otherwise stated in the Contract, and subject to the provisions of this Condition 14, payment of the Company's charges relating to the carriage of any Consignment shall be due in cleared funds in pounds sterling within 30 days of the date of the Company's invoice therefor.
- 14.2 Time for payment of the Charges and any additional sums due in accordance with the provisions of these Conditions shall be of the essence of the Contract.
- 14.3 If at any time prior to the due date(s) for payment of the Charges under these Conditions (as applicable) the Company has any concerns regarding the Customer's financial circumstances and/or its ability to perform any of its obligations under either the Contract or any other contract between the Customer and the Company, the Company shall have the right to do any one or more of the following:
- require immediate payment by the Customer in whole or part of the Charges and, until such payment has been received in full in cleared funds, suspend any outstanding deliveries of the Goods and/or carriage of any Consignment; and/or
  - cancel any allowance of credit between the Customer and the Company.
- 14.4 The Charges (or any part thereof in the case of cancellation of a Contract) shall become immediately due and payable by the Customer in full on:
- termination of the Contract by the Company under Condition 19; and
  - cancellation of the Contract by the Customer under Condition 19.1; and
  - the occurrence of any of the events set out in Condition 19.2(b) - (f).
- 14.5 Without prejudice to its rights under Condition 19.2(a), if the Charges (or any part thereof) are not paid by the Customer by the due date(s) for payment under these Conditions, the Company shall have the right to do any or all of the following:
- charge interest on the outstanding amount(s) at the annual rate of 10% above the base lending rate from time to time of the National Westminster Bank from the date on which payment fell due until payment is made in full (whether before or after any judgment has been obtained by the Company), such interest to accrue on a daily basis and be compounded quarterly or (if applicable) claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, whichever the Company, in its absolute discretion, chooses; and
  - suspend any outstanding deliveries of the Goods or any Consignment until payment of the amount owed is received by the Company in full in cleared funds;
  - retain by way of general lien, any Goods and/or Consignment belonging to the Customer in its possession until payment in full of all sums due from the Customer or any account (whether or not relating to the Goods).
- 14.6 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise (unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer).
- 14.7 Notwithstanding any purported appropriation to the contrary by the Customer, the Company may at any time in its absolute discretion appropriate any payment made by the Customer in respect of the Goods to such outstanding debt of the Customer to the Company as the Company sees fit, in which case the relevant payment in respect of the Goods shall remain due and payable.
- 14.8 The Customer shall indemnify and keep indemnified the Company fully on demand from and against any and all actions, claims, costs, losses (including consequential loss, economic loss and loss of profit, revenue and goodwill), damages, demands, expenses (including legal costs and expenses on a solicitor own client basis) and charges arising, whether directly or indirectly, as a result of any failure by the Customer to make payment of the Charges or any part of it by the due date(s). The Company's right to be indemnified under this Condition 14.8 shall include any costs incurred by the Company or its representatives in the collection of any monies due to the Company.

- 14.9 Where any Goods are held in accordance with the exercise by the Company of a general lien, the Company shall not be liable to the Customer for any damage to, loss of or deterioration of the Goods, howsoever caused, and the Company may at its absolute discretion, following provision of 30 days' notice to the Customer, exercise its lien and sell by public auction all or any of the Customer's Goods in its possession.
- 14.10 In order to exercise any lien under this Condition 14 the Company shall be entitled to dismantle any Consignment and remove any packaging without being liable for any resulting damage or deterioration of any Goods.
- 14.11 The Company shall apply the proceeds of sale of any Goods the subject of a lien to against any sums due to the Company and (following deduction of the Company's reasonable costs for the storage and sale of such Goods) shall account to the Customer or owner of the Goods for any remaining amounts.
- 14.12 Following such sale the Company shall be discharged of all liability in respect of such Goods and failure to deliver Goods resulting from exercise of a lien shall not constitute a breach of the Contract nor entitle the Customer to withhold any sums owed by the Customer to the Company.

## 15 CUSTOMER'S WARRANTIES AND OBLIGATIONS

- 15.1 The Customer warrants and undertakes:
- the contents of the Consignment have been packaged sufficiently by the Customer to protect the Goods comprised therein from the ordinary risks of carriage including any associated sorting process;
  - the Booking Form shall accurately describe the contents of any Consignment;
  - the contents of the Consignment are not Dangerous Goods or restricted by any relevant laws and/or are not prohibited goods (as detailed in Condition 4);
  - in the case of Dangerous Goods and/or prohibited items which the Company has agreed to transport for the Customer, that the appropriate classification labels have been affixed securely in a prominent position on the external surface of the Consignment;
  - the Company has been notified by the Customer of the correct weight of any and all Consignments and, in the case of heavy weights, the Customer has affixed the appropriate heavy weights label securely in a prominent position;
  - unless agreed otherwise, the Customer will provide any specialist equipment required for loading or unloading any Consignment to make it ready for carriage by the Company;
  - the contents of the Consignment have been correctly labelled and any and all relevant labels have securely fixed by the Customer in a prominent position on the outside of the Consignment and can be clearly seen;
  - the Consignee's full address and postcode:
    - has been recorded on the Booking Form; and
    - has been accurately and legibly completed by the Customer on an address label which has been securely fixed by the Customer in a prominent position on the outside of the Consignment and can be clearly seen;
  - all applicable laws and regulations relating to the carriage of all and any Goods have been complied with;
  - where Consignments will be carried by the Company across borders, the Customer has supplied to the Company all necessary paperwork (including the relevant commercial invoice for the Consignment) containing such information as the Company requires;
  - where required, the Customer's VAT number and any other information deemed necessary by the Company has been correctly supplied in writing to the Company by the Customer;
  - where the Customer has asked for the Consignee or any third party to pay the Charges and any other costs of the Company, and such Consignee or third party does not pay, that the Customer will promptly settle the relevant invoice together with any administration fee payable within 30 days of the Company sending the Customer a copy of the relevant invoice.
- 15.2 Each of the warranties set out in Condition 15.1 shall be construed as a separate warranty.

## 16 LIMITATION OF LIABILITY

- 16.1 The Customer is asked to note the following limitations on liability applicable to specific deliveries:
- Carriage by air**  
If the carriage of any Consignment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure the Warsaw Convention (1929), or the Warsaw Convention as amended by the Hague Protocol (1955) and/or Montreal Protocol No. 4 (1975), or the Montreal Convention (1999), whichever is compulsorily applicable will apply. These international treaties govern and limit the Company's liability for loss, damage or delay to any Customer's shipment to the limits as proscribed by those treaties from time to time.
  - Carriage by road**  
If the Company carries any Consignment by road within, to or from a country that is a party to the CMR Convention, the Company's liability for loss or damage to any Customer's shipment shall be governed by the CMR Convention and thus limited according to the sums set out in the CMR Convention.
  - Carriage by sea**  
If the Company carries any Consignment via an international sea delivery service using a shipping company and/or international transport operator such carriage shall be subject to the trading conditions of the relevant trading company or shipping operator.
- 16.2 Subject to the provisions of Condition 16.1, if the Company has a liability to the Customer for whatever reason including without limitation breach of contract, negligence, willful act or default, and none of the conventions referred to above apply compulsorily nor any other law or convention which applies compulsorily, the Company's total liability to the Customer in connection with any and all claims arising out of or in connection with the performance or contemplated performance of the Contract shall be limited (to the lesser of):
- to the amounts payable under any Enhanced Liability Cover policy where applicable; and/or
  - where an Appointed Carrier is being used to transport any Consignment, to the maximum levels of liability accepted by such Appointed Carrier (and for the avoidance of doubt, the Company shall be entitled to rely on any exclusions or limitations in such Appointed Carrier's terms and conditions in relation to such liability as if they were included in these Conditions); and/or
  - the Charges payable in respect of the carriage of the Consignment or the affected part thereof.

## 17 EXCLUSION OF LIABILITY

- 17.1 Subject always to Condition 17.2:
- in no circumstances shall the Company be liable to the Customer for: (i) any loss of income, loss of profit, loss of business, loss of contract, loss of production or depletion of goodwill or any other economic loss (in each case whether such loss is direct, indirect or consequential); or (ii) any indirect or consequential loss or damage of any kind whatsoever; and the Company shall not pay any compensation whatsoever and howsoever caused regardless of the circumstances for any delay in delivery of a Consignment submitted for carriage by the Customer; and the Company shall not pay any compensation whatsoever and howsoever caused regardless of the circumstances for any misdelivery or non-delivery of a Consignment (including, for the avoidance of doubt, where any non-delivery is the result of criminal acts of third parties such as theft or arson); and
  - the Company shall not have any liability to any Consignee (where such Consignee is not the same person as the Customer) and the Customer shall be solely responsible for any contractual arrangements it enters into with any Consignee; and
  - the Company shall have no liability to the Customer whatsoever and howsoever caused, resulting from the failure by the Company to collect a Consignment on the date requested to do so by the Customer; and
  - the Company shall not pay any compensation whatsoever and howsoever caused for the delay to a Consignment where such delay is the result of a Force Majeure Event (as defined in Condition 22).

17.2 Save as expressly provided in these Conditions, and to the extent permitted under statute and/or any international convention, all warranties, conditions, and/or other terms implied by statute or common law are hereby excluded from the Contract.

17.3 Nothing in the Contract shall be interpreted as excluding or limiting the liability of the Company for any matter in respect of which it would be illegal or unlawful for the Company to do so, including:

- under section 2(1) of the Unfair Contract Terms Act 1977;
- for fraud or fraudulent misrepresentation.

17.4 Any reference in this Condition 17 or otherwise in the Contract to the Company's liability to the Customer shall be interpreted as meaning any liability of the Company to the Customer whatsoever, whether arising in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise.

## 18 GENERAL INDEMNITY

Without prejudice to the provisions of Condition 14.8, the Customer shall indemnify and keep indemnified the Company, its employees, officers and representatives fully on demand from and against any and all actions, claims, costs, losses (including consequential loss, economic loss and loss of profit, revenue and goodwill), damages, demands, expenses (including legal costs and expenses on a solicitor own client basis) and charges arising, whether directly or indirectly, as a result of any act or omission on the part of the Customer, its employees, officers and/or representatives in connection with the Contract, including any third party claims resulting from any or all of the following:

- any failure by the Customer to comply with the Company's instructions in relation to the carriage of the Goods; and
- any breach by the Customer of its obligations under the Contract.

## 19 CANCELLATION AND TERMINATION

19.1 Subject always to Condition 19.2, no cancellation of the Contract by the Customer shall be binding on the Company unless agreed in writing by a duly authorised person on behalf of the Company. Any such cancellation shall be on the strict condition that any and all costs, charges and expenses incurred by the Company in connection with the Contract up to the date of cancellation shall be reimbursed by the Customer to the Company immediately on demand.

19.2 The Company shall have the right to terminate the Contract without liability to the Customer immediately on giving the Customer notice if:

- the Customer commits any material breach of either the Contract (including any contract relating to an instalment of Goods) or any other contract between the Customer and the Company and fails to remedy such breach (if capable of remedy) within 30 days of receiving notice from the Company specifying the breach and the remedy required; and/or
- the Customer commits an act of bankruptcy, makes any arrangement or composition with its creditors, or any petition or receiving order in bankruptcy is presented or made against the Customer; and/or
- any resolution or petition to wind up the Customer's company (other than for the purpose of amalgamation or reconstruction whilst solvent) is passed or presented; and/or
- a receiver of whole or part of the Customer's undertaking, property or assets is appointed; and/or
- the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; and/or
- the Customer ceases to trade.

19.3 For the avoidance of doubt, the Customer acknowledges that the provisions of Conditions 1, 28.2, 8.6, 9, 10, 11, 12, 14.15, 16, 17, 18, 20, 21, 23, 24 and this Condition 19.3 shall (to the extent applicable) survive the termination or cancellation of the Contract, howsoever arising.

## 20 CONFIDENTIAL INFORMATION

The Customer and the Company each undertake as recipient to treat all business information, designs, drawings, procedures, instructions, documents and other information of a confidential nature of any kind communicated to them by the other party from time to time as strictly confidential and, except to the extent that such information is available in the public domain, not, without the prior written consent of the other party, to disclose or part with possession of any such information or copies thereof or use the same other than in connection with the Contract or the Goods to which it relates.

## 21 ASSIGNMENT

21.1 The Customer may assign, transfer, charge, sub-contract or otherwise deal in any other manner with the Contract or any of its rights under it.

21.2 The Customer shall not assign, transfer, charge or otherwise deal in any other manner with the Contract or any of its rights under it without the prior written consent of a duly authorised person on behalf of the Company.

## 22 FORCE MAJEURE

- 22.1 The Company reserves the right, without liability to the Customer, to suspend, delay or cancel the performance of the Contract or any part thereof or reduce the volume of Goods to be supplied to the Customer if the Company is at any time prevented from or delayed in the carrying out of its obligations under the Contract due to any circumstances beyond its reasonable control (a "Force Majeure Event") including, but not limited to, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Company's workforce), restraints or delays affecting carriers (including any Appointed Carrier) or any inability or delay in obtaining supplies of adequate or suitable materials.
- 22.2 The Customer hereby agrees that the Company shall not be liable for any delay to, loss of or damage to a Consignment where such delay, loss or damage is the result of any Force Majeure Event.
- 22.3 If, pursuant to Condition 22.1, the Company elects to suspend or delay performance of the Contract and the event in question continues for a continuous period of more than 30 days, the Customer shall be entitled to cancel the Contract by giving notice in writing to the Company in which case the provisions of Condition 19.1 shall apply in relation to any costs, charges and/or expenses incurred by the Company up to the date of such cancellation.
- 23 NOTICES**
- 23.1 All notices between the parties concerning the Contract shall be in writing and delivered by hand or sent by pre-paid first class post to:
- (a) (in the case of communications to the Company) its registered office; or
  - (b) (in the case of communications to the Customer) its registered office (if it is a company) or (in any other case) to the address set out in the Booking Form.
- or, in either case, such alternative address as the Customer or the Company may notify to the other in writing from time to time.
- 23.2 Notices shall be deemed to have been received:
- (a) if sent by pre-paid first class post, two days after posting if sent on a Working Day and otherwise on the next Working Day (exclusive of the day of posting); or
  - (b) if delivered by hand, on the day of delivery if delivered on a Working Day before 4.00p.m. and otherwise on the next Working Day.
- 23.3 Communications addressed to the Company shall be marked for the attention of Matthew Evans, Director.
- 24 GENERAL**
- 24.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract, at law or in equity.
- 24.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 24.3 Any failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 24.4 No waiver by the Company of any of its rights under the Contract shall be effective unless it is in writing and signed by a duly authorised representative on behalf of the Company. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Company's rights in relation to different circumstances or the re-occurrence of similar circumstances.
- 24.5 With the exception of those persons referred to in Condition 2.4, the parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 24.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.