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Terms & Conditions of Service

TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms shall have the meaning assigned to them below:

"Company" means Onpoint Logistics Limited, On Point Logistics UK Ltd, OPL Distribution Ltd and including all holding, group, subsidiary, associated and affiliated companies and/or their successors and assigns;

"Conditions" means these Terms and Conditions of Supply and all provisions contained therein;

"Contract" means all and any contracts between the Company and the Customer whether written or oral, relating to the provision of the Services, incorporating these Conditions;

"Customer" means any person, firm or company with whom the Company contracts in respect of the performance of the Services;

"Dangerous Goods" means those substances and articles, the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or the carriage of which is authorised strictly in accordance with the conditions prescribed by the ADR; or any weapon, drug, poison, damaging article or substance or any article or substance likely to harbour or encourage vermin or other pests or likely to taint or adversely affect any other goods;

"Goods" means the goods in respect of which the Customer instructs the Company to provide the Services;

"Invoice Value" means the price the Customer or owner of the Goods paid for the Goods or is liable to pay for the Goods, as evidenced by the invoice(s) issued to the Customer or owner of the Goods by its supplier;

"Services" means the Transport Services, Warehousing Services and Value Added Services;

"Transport Services" means the carriage of Goods by road by the Company in accordance with these Conditions and the Customer's instructions. The Transport Services shall be deemed to commence upon the commencement of the loading of the Goods onto the carrying vehicle and shall terminate upon the completion of the unloading of the Goods from the carrying vehicle at the nominated destination or at any intermediate warehouse or for any purpose other than trans-shipment; provided that if the loading or unloading is to be performed by the Customer or on the Customer's behalf, then the Transport Services shall commence upon the completion of the loading of the Goods onto the carrying vehicle and shall terminate upon the completion of the unloading of the Goods from the carrying vehicle;

"Value Added Services" means any processing, picking and packing in respect of the Goods ("**Order Fulfilment**") or such other additional services as may be agreed between the parties in writing from time to time, but excluding Transport Services and Warehousing Services;

"Warehousing Services" means the storage of Goods by the Company. The Warehousing Services shall be deemed to commence upon the physical entry of the Goods into the Company's storage facility and shall terminate upon the commencement of the loading of the Goods onto the carrying vehicle or other mode of transport.

1.2 A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.

- 1.3 Any reference to "**parties**" means the parties to the Contract and "**party**" shall be construed accordingly.
- 1.4 A reference to a particular law 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.
- 1.5 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- 1.6 Words in the singular include the plural and in the plural include the singular.
- 1.7 The Company undertakes all Services subject solely to these Conditions (to the exclusion of all other terms and conditions) which can be varied only in writing by a director of the Company. If a Customer's purchase order or other similar documentation, received by the Company before or after notification of these Conditions, contains terms or conditions additional to, or at variance with these Conditions, then every such additional or varying term or condition shall be of no effect. Each request for the Services by the Customer to the Company shall be deemed to be an offer by the Customer for the Services subject to these Conditions. Acceptance by the Company of such a request for the Services from the Customer (whether in writing, orally or by commencement or performance of the Services) shall give rise to a Contract between the parties subject to these Conditions.

2. AUTHORITY

The Customer warrants that it is either the owner of the Goods or the authorised agent of the owner of the Goods and accepts these Conditions not only for itself, but also as agent for and on behalf of the owner of the Goods.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer warrants and undertakes that:

- (a) the Goods shall, upon presentation to the Company, be safe, undamaged and free from defects and shall be sufficiently, properly and securely stowed, packed and packaged in compliance with any statutory regulations or official or recognised standards and in accordance with best practice, so as to be safely carried, stored and handled and so as to avoid any damage to the Goods or any loss, destruction, deterioration, contamination, spillage or leakage of the Goods during the performance of the Services and so as to avoid any damage or injury to any other goods, property or persons, howsoever arising;
- (b) it shall promptly inform the Company of any special requirements for the transportation, storage or handling of the Goods and if the Customer fails to do so, the Company shall have no liability whatsoever in the event of any damage to the Goods or any loss, destruction, deterioration, contamination, spillage or leakage of the Goods arising from any non-compliance with any such requirements.
- (c) It shall be solely liable for all additional costs and expenses incurred by the Company in complying with any special requirements referred to in sub-clause (b);
- (d) it has paid all applicable duties, taxes, and levies to the relevant authority whether in the United Kingdom or elsewhere in relation to the Goods;

- (e) it will reimburse and fully indemnify the Company in respect of all duties and taxes that the Company may be required to pay in respect of the Goods;
- (f) it shall ensure that any equipment that it provides to the Company to enable the Company to provide the Services is fit for purpose, including the requirement that any pallets or other consolidation, transportation or storage devices provided by the Customer for use by the Company are suitable for the transportation, storage or handling of the Goods;
- (g) any information which is or which could reasonably be supposed to be confidential and which is provided by the Company to the Customer under or in connection with a Contract ("**Information**") is provided for the purposes of the Customer only and may not be disclosed by the Customer or used by the Customer other than in furtherance of the performance of the Customer's obligations under the Contract. Without limiting any of the provisions of clause 3.3, the Customer shall indemnify the Company against all claims, liability (whether arising in contract, tort, duty or otherwise), damage, loss (including direct, indirect and consequential loss), costs and expenses (including legal costs) made by or against or incurred by the Company arising out of any disclosure or use of any such Information other than in accordance with the provisions of this sub- clause (g);
- (h) it shall ensure that complete and accurate instructions and information required to enable the Company to properly perform the Services are promptly provided to the Company;
- (i) it shall ensure that all Goods are sufficiently and correctly labelled and addressed to enable the Company to properly perform the Services and that the description of the Goods is complete and accurate;
- (j) except to the extent previously notified in writing to, and confirmed and accepted in writing by the Company, none of the Goods:
 - i. are hazardous or contaminated;
 - ii. may cause pollution of the environment or harm to human health if released from their packaging;
 - iii. require any official consent or licence to transport, store or handle;
 - iv. will, at any time, whilst in the custody, control or possession of the Company be comprised of or constitute waste (in whole or in part);
- (k) it will not make or pursue a claim against a director, servant or employee of the Company which imposes or attempts to impose upon such director, servant or employee any liability in connection with the Services or otherwise.

3.2 Where the Company has agreed in the Contract to undertake Order Fulfilment:

- (a) the Goods will be entered into stock in accordance with the information provided by the Customer regarding the nature, type, condition, quantity and weight of the Goods;
- (b) the Customer shall be solely liable for any discrepancy between the information provided as aforesaid and the actual nature, type, condition, quantity and weight of the Goods and shall be solely responsible for any additional charges, costs and expenses which may arise as a direct or indirect result of any such discrepancy;
- (c) the Goods will:
 - i. be assigned with a unique Customer Identification Number and unique Product Number;

- ii. receive a bar code number and tracking for the Goods shall be supported in the manner detailed in the Contract;
 - iii. be stored in the Company's storage facility and secured in accordance with the security measures specified in the Contract;
- (d) the Goods must:
- i. be within the dimensions and weight specified in the Contract;
 - ii. be non-perishable and capable of storage in an ambient warehouse;
 - iii. not consist of nor be comprised of anything (in whole or in part) which is prohibited or restricted under applicable law;
- (e) Goods arriving at the Company's premises on a pallet must be appropriately pallet wrapped and the pallet itself must conform to the pallet size specified in the Contract; and
- (f) for the avoidance of doubt, the Goods must arrive at the Company's premises already boxed. For Goods that are contained individually within a box upon delivery to the Company's premises, each individual item within the box must also be packaged appropriately for delivery when they are despatched by the Company.
- 3.3 The Customer shall indemnify the Company against all claims, liability (whether arising in contract, tort, duty or otherwise), damage, loss (including direct, indirect and consequential loss), costs and expenses (including legal costs):
- (a) made by or against or incurred by the Company arising out or in respect of any breach of contract or these Conditions or negligence or breach of duty by the Customer; or
 - (b) arising out of the Company acting in accordance with the Customer's instructions.
- 3.4 The Customer shall indemnify the Company against all claims, liability (whether arising in contract, tort, duty or otherwise), damage, loss (including direct, indirect and consequential loss), costs and expenses (including legal costs) whatsoever and by whomsoever made in excess of the liability of the Company under these Conditions, regardless of whether such claims, liability, damage, loss, costs or expenses arise from or in connection with any breach of contract, negligence or breach of duty (or otherwise) of the Company, its servants, agents or sub-contractors.

4. INSURANCE

- 4.1 Save as provided by clause 4.3, the Company shall be under no obligation to insure the Goods during the performance of the Services or otherwise and the Customer shall make arrangements to insure the Goods against all risks to the full insurable value thereof. The Goods shall be deemed to be at the Customer's sole risk during the performance of the Services.
- 4.2 It is agreed by the Customer that the Company has no knowledge of the value of the Goods and it is further acknowledged by the Customer that the Company's charges are calculated on the basis that:
- (a) insurance to cover the Customer's interest in the Goods during the performance of the Services is readily available and will be procured by the Customer; and
 - (b) the Company is entitled to limit its liability pursuant to clause 5.
- 4.3 Upon receipt of express written instructions from the Customer, to be received by the Company within 7 days of the performance of the Services, the Company will act as the Customer's agent to procure appropriate insurance to cover the Customer's interest in the

Goods during the performance of the Services, but strictly subject to the terms of such insurance policy. The Customer's express written instructions must include details of the nature and value of the Goods to be insured, such value to include any applicable tax or duty.

- 4.4 It is the responsibility of the Customer to fully acquaint itself with the terms of any insurance procured by the Company on behalf of the Customer pursuant to clause 4.3 and the Customer shall be deemed to accept such policy terms.
- 4.5 Unless otherwise expressly agreed in writing the Company shall not be under any obligation to procure or arrange separate insurance cover in respect of the Goods.
- 4.6 In the event that the Customer declines to arrange insurance through the Company but instead procures its own insurance pursuant to clause 4.1, then the Customer warrants that it will ensure that the insurance policy names the Company as a co-insured and incorporates a term preventing the insurers from pursuing any claim against the Company, whether under rights of subrogation, assignment or otherwise, and any failure on the part of the Customer to comply with this clause 4.6 shall constitute a breach of these Conditions and the Company shall be relieved of all liability for any loss or damage to the Goods whatsoever and howsoever arising.

5. LIMITATION OF LIABILITY

- 5.1 The liability of the Company whatsoever and howsoever arising under and in relation to these Conditions shall be as set out in the provisions of this clause 5.

Transport Services

- 5.2 The Company's liability for loss, theft, destruction or damage to Goods howsoever and whensoever arising during or in connection with the performance of the Transport Services shall not exceed the lesser of:
- (a) the Invoice Value of such lost, stolen, destroyed or damaged Goods; or
 - (b) the cost of repairing any damage or of reconditioning the Goods; or
 - (c) the sum of £1300.00 (thirteen hundred pounds sterling) per tonne on the gross weight of the Goods actually lost, stolen, destroyed or damaged.
- 5.3 The Company shall have no liability whatsoever (whether arising in contract, tort or otherwise) for the late delivery of Goods or for any other delay whatsoever and howsoever arising. All collection and delivery times or dates provided by the Company are estimates only and are provided solely as a guide to assist the Customer. The time for collection and delivery shall not be of the essence.

Warehousing Services

- 5.4 The Company's liability for loss, theft, destruction or damage to Goods howsoever and whensoever arising during or in connection with the performance of the Warehousing Services shall not exceed the lesser of:
- (a) the Invoice Value of such lost, stolen, destroyed or damaged Goods; or
 - (b) the cost of repairing any damage or of reconditioning the Goods; or
 - (c) the sum of £100.00 (one hundred pounds sterling) per tonne on the gross weight of the Goods actually lost, stolen, destroyed or damaged.

Value Added Services

- 5.5 The Company's liability for loss, theft, destruction or damage to Goods howsoever and whensoever arising during or in connection with the performance of the Value Added

Services shall not exceed the amount of the Company's charges in respect of the specific Value Added Services to which the said loss, theft, destruction or damage to the Goods relates.

General Provisions

- 5.6 Without prejudice to the generality of the foregoing, the Company's liability whatsoever and howsoever arising out of or in connection with any obligation upon the Company to arrange or procure insurance on behalf of the Customer pursuant to clause 4.3 or otherwise shall not exceed the sum of £50,000.00 (fifty thousand pounds sterling) in the aggregate in any one trading year commencing from the date of the Company's agreement to arrange insurance pursuant to clause 4.3.
- 5.7 Save in respect of clauses 5.2 to 5.6 inclusive and subject to the provisions of clause 5.8 and clause 5.10, the liability of the Company in respect of any claim for any other loss or damage whatsoever and howsoever arising shall not exceed the amount of the Company's charges in respect of the Services to which the claim or claims relate.
- 5.8 Nothing in these Conditions shall exclude or limit the Company's liability for fraud, or for death or personal injury caused by its negligence or for any other liability which it is not lawfully permitted to exclude or limit.
- 5.9 The Company warrants that the Services shall be undertaken with reasonable skill and care. All other warranties, conditions and other terms implied by statute or common law that may otherwise apply to the Company (save for the conditions implied by section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 5.10 The Company shall have no liability whatsoever (whether arising in contract, tort or otherwise) for any loss of profits, loss of opportunity, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings; or for any special, indirect or consequential loss or damage of any kind.
- 5.11 In the case of loss, theft, destruction of or damage to any part of the Goods, the weight to be taken into consideration in determining the amount to which the Company's liability is limited under clauses 5.2 and 5.4 shall be the gross weight of that part only, regardless of whether the loss, theft, destruction or damage affects the value of any other part(s) of the Goods.
- 5.12 The Company shall be entitled to request and receive documentary evidence of the weight and value of the whole of the Goods and of any part thereof lost, stolen, destroyed or damaged.

6. COLLECTION AND DELIVERY

- 6.1 Unless the Company has agreed in writing to the contrary, the Company shall not be under any obligation to provide any labour, equipment or plant for the purposes of loading or unloading the Goods at any place other than at the Company's premises. The Customer warrants that any labour, equipment or plant required for the purposes of loading or unloading the Goods as aforesaid shall be provided by the Customer or on the Customer's behalf and the Company shall have no liability whatsoever and howsoever arising, if the Company is instructed to load or unload the Goods as aforesaid without being provided with the appropriate labour, equipment or plant by the Customer or on behalf of the Customer.

6.2 Where the Company has agreed in writing to provide any labour, equipment or plant (including any cranes or moffetts) for the purposes of loading or unloading the Goods at a place other than the Company's premises (the "Site"):

(a) the Customer shall, at its own cost:

- i. provide the Company with unobstructed access to and egress from the Site, together with such facilities at the Site as may be required by the Company, including any utilities as may be specified by the Company;
- ii. be solely responsible for preparing and maintaining any relevant part of the Site for the performance of the Services and for reinstating any such part of the Site once performance of the Services has been completed;
- iii. be solely responsible for ensuring the safety of any and all persons who are or may be present at the Site during the performance of the Services, including restricting access to those areas of the Site where the Services are to be performed to those individuals engaged in performing the Services, or providing assistance to those so engaged;
- iv. inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site;
- v. obtain and maintain all necessary and appropriate licences, consents and approvals and comply with all relevant legislation, standards or requirements in relation to the provision of the Services at the Site, in all cases before the date on which the provision of the Services is to commence;
- vi. effect and maintain appropriate insurance in an adequate amount with respect to all possible risks which may arise in connection with the deployment of any person engaged by the Company to perform the Services at the Site; and

(b) when an operator is supplied by the Company with the equipment or plant, such person shall be deemed to be under the direction and control of the Customer and the Customer shall not allow any other person to operate such equipment or plant under any circumstances.

6.3 The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of the Services.

6.4 If for any reason the Customer or persons at the nominated destination refuse or fail to accept delivery of any of the Goods when they are tendered for delivered by the Company or in the event that the Company is unable to deliver the Goods at the appropriate time because the Customer has not provided adequate instructions, documents, licences, authorisations or similar, then;

- (a) the Company shall be deemed to have performed the Transport Services and the Goods may be returned to the Company's premises at the Customer's expense;
- (b) the Company may store the Goods at the Customer's sole risk and the Customer shall be liable for all related costs and expenses (including any additional haulage, storage and insurance costs/expenses);
- (c) the Company shall be entitled to provide notice to the Customer at any time pursuant to clause 10.9 and thereafter sell or otherwise dispose of the Goods in accordance with the terms thereof.

- 6.5 The Goods may at any time be carried, stored or handled in conjunction with any other goods which are in the custody, control or possession of the Company.
- 6.6 The Company shall, if required, sign a document or electronic record prepared by the Customer or sender acknowledging the collection or receipt of the Goods but the burden of proving the condition of the Goods and their nature, quantity or weight at the time of collection or receipt shall rest with the Customer.
- 6.7 The Customer shall be liable to pay demurrage for the unreasonable detention of any vehicle, trailer, container or other equipment at the Company's current rates of demurrage but the rights of the Company against any other person in respect thereof shall remain unaffected.

7. SUB-CONTRACTORS

The Company may, in its absolute discretion, sub-contract or otherwise delegate the performance of the Services, whether in whole or in part.

8. CHANGE OF CUSTOMER

In respect of the Warehousing Services only, the Customer may give written authority for the Goods or any part thereof to be transferred by the Company to the account of another party on the strict condition that before the effective date of the transfer the other party notifies the Company in writing that it is to become the Customer for the purposes of the Warehousing Services and agrees to be bound by these Conditions and any notice/instructions previously given by the Customer under clause 4.3. Further, the Customer agrees to continue to pay the Company's charges until receipt by the Company of the other party's written notification and acceptance of these Conditions, as aforesaid.

9. CHARGES

- 9.1 Save as otherwise stipulated by the Company in writing, any price quoted by the Company is valid for acceptance by the Customer for a period of 30 days.
- 9.2 Without prejudice to the generality of the foregoing or to the rights of the Company under this clause 9, the Company shall have the right to charge the Customer the cost of any materials or services it purchases at the request of the Customer, together with a 15% uplift.
- 9.3 The Company reserves the right to increase the price of the Services at any time, upon written notice to the Customer, to reflect any increase in the cost of performing the Services to the Company, where such increase is beyond the reasonable control of the Company, to include foreign exchange rate fluctuations, changes in any currency regulations, changes in the rate of tax or duty, and any increase in the cost of labour, materials or other overheads; provided that in the event the cost of the Services (excluding VAT) increases by more than 5% above the current retail price index, the Customer shall have the right to cancel the Contract by providing notice to the Company of such decision within 14 days of the date of the Company's notice of increase. If the Company receives no such notice from the Customer within this 14 day period then the Customer shall be deemed to accept the price increase.
- 9.4 In the event of:
- (a) any change to the nature, type, condition, quantity or weight of the Goods; or

- (b) any change to or discrepancy, error or omission in the instructions or information provided to the Company in respect of the performance of the Services; or
 - (c) any delay or other inconvenience caused by the Customer;
- then the Company shall be entitled to charge the Customer for any additional or consequential charges, costs or expenses, unless otherwise agreed in writing between the Customer and the Company.

9.5 All prices are exclusive of VAT, which shall be charged by the Company and paid by the Customer at the appropriate rate.

9.6 All Transport Services are subject to a fuel surcharge, which is set by the Company in its absolute discretion. Full details of the current fuel surcharge are available from the Company upon request.

10. TERMS OF PAYMENT AND LIEN

10.1 Payment is due from the Customer within 30 days of date of invoice. Time for payment shall be of the essence.

10.2 Where delivery of the Goods to the nominated destination is not required by the Customer for a period of 30 days from the commencement of the Services, the Company reserves the right to invoice from the date of the Customer's order or instruction and to require immediate payment on the date of presentation of the invoice.

10.3 Without prejudice to the provisions of clause 10.1 or clause 10.2, the Company reserves the right (in its absolute discretion) in any event and at any time to require payment immediately upon submission of a Pro-Forma invoice to the Customer.

10.4 The Company reserves the right in its absolute discretion to accept or reject any request by the Customer for a credit account. Any credit account is subject to prior agreement in writing between the Company and the Customer and subject to such terms and conditions as the Company may impose. The continuance of any credit account is at the absolute discretion of the Company and the Company reserves the right to cancel such arrangement immediately and without notice.

10.5 The Company reserves the right, upon notice in writing to the Customer, to amend its terms of payment at any time.

10.6 The Customer shall pay to the Company all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Any queries relating with any invoice that are not raised within 7 days of receipt of invoice will not be seen as an acceptable reason for delay in payment, the payment terms and invoice remain payable in full if not queried with the aforementioned 7 days

10.7 If the Customer fails to make payment on the due date, then without prejudice to any other remedies available to the Company:

- (a) the Company may charge interest and debt recovery compensation on any amount overdue from the due date of the invoice in accordance with the Late Payment of Commercial Debts (Interest) Act (and any subsequent amendments);
- (b) the Company may suspend or cancel performance of all or any of the Services at any time in its absolute discretion and exercise a lien over the Goods in accordance with clause 10.8;
- (c) the Company may demand advance payment for any other Services which the Company has agreed to undertake.

The Company shall have a general lien against the Customer in respect of all Goods and all

vehicles of the Customer in the Company's custody, control or possession for all sums due at any time from the Customer on any account whatsoever. Storage charges shall continue to accrue on any Goods and vehicles detained under lien and the Company shall be entitled to payment of such storage charges and any other expenses reasonably incurred during the period in which the Goods and vehicles are detained under lien.

10.8 Without prejudice to the generality of the foregoing, the Company may at any time upon giving 28 days' notice in writing to the Customer, require the Customer to remove the Goods from the custody, control or possession of the Company and to pay all sums due to the Company. In the event that the Customer fails to remove the Goods and to pay all sums due to the Company within the prescribed notice period, the Company shall have the power to sell or otherwise dispose of the whole or part of the Goods without further notice and may apply the proceeds of sale towards payment of all sums due to the Company and any expenses incurred by reason of the said sale or disposal. Any surplus will be paid to the Customer without interest.

10.9 Without prejudice to the generality of the foregoing, where the Customer is a limited company and the Customer fails to pay any sum due to the Company by the due date for payment, each director of the Customer shall be personally, jointly and severally liable for payment of the outstanding sum to the Company.

10.10 Without prejudice to any of the foregoing provisions of clause 10, the following late payment charges shall apply in respect of any monies due to the Company which have not been paid by the due date for payment:

- (a) where the amount outstanding is between £1.00 and £1000.00, a late payment charge of £40.00 shall be payable;
- (b) where the amount outstanding is between £1001.00 and £10,000.00, a late payment charge of £70.00 shall be payable; and
- (c) where the amount outstanding is over £10,000.00, a late payment charge of £100.00 shall be payable.

11. TERMINATION

11.1 Without prejudice to the generality of the foregoing, the Customer may terminate the Contract upon the provision of 90 days' notice in writing to the Company.

11.2 The Company shall have the right to terminate the Contract immediately and at any time upon the provision of notice in writing to the Customer.

11.3 Following the termination of the Contract and provided that all sums due to the Company (including all or any costs or expenses incurred as a result of termination of the Contract) have been paid by the Customer, then the Customer shall be entitled to remove the Goods from the custody or control of the Company on such date and at such time as may be agreed between the parties. In the absence of such an agreement, or otherwise where determined by the Company to be reasonably necessary, the Company may at any time upon notice in writing to the Customer require the removal of the Goods from the Company's premises within 28 days from the date of such notice. Storage charges will continue to accrue until the Goods are removed from the custody or control of the Company.

11.4 In the event that the Customer fails to collect the Goods (whether pursuant to clause 11.3 or otherwise) or fails to provide the Company with adequate or clear instructions

in respect of the delivery of the Goods, following the termination of the Contract, then the Company shall be entitled to exercise a lien over the Goods in respect of any outstanding charges pursuant to clause 10.8 or sell or otherwise dispose of the Goods pursuant to clause 10.9.

12. TIME LIMITS FOR CLAIMS BY THE CUSTOMER

- 12.1 The Customer shall notify the Company, in writing, of its intention to bring a claim in respect of or arising out of the performance of the Transport Services within 7 days of the date upon which the Customer becomes aware, or ought reasonably to have become aware of any event or occurrence alleged to give rise to such claim. The Customer's claim shall be made in writing no later than 7 days from the date of the Customer's notification to the Company as aforesaid. Any claim not notified and made within the timeframe set out in this clause 12.1 shall be deemed to be waived, except where the Customer can show that it was impossible for it to comply with this timeframe and that it notified the Company of its intention to bring the claim and/or made the claim (as applicable) as soon as it was reasonably possible for it to do so.
- 12.2 The Customer shall notify the Company, in writing, of its intention to bring a claim in respect of or arising out of the performance of any other Services (save for the Transport Services) within 14 days of the date upon which the Customer becomes aware, or ought reasonably to have become aware of any event or occurrence alleged to give rise to such claim. The Customer's claim shall be made in writing no later than 7 days from the date of the Customer's notification to the Company as aforesaid. Any claim not notified and made within the timeframe set out in this clause 12.2 shall be deemed to be waived, except where the Customer can show that it was impossible for it to comply with this timeframe and that it notified the Company of its intention to bring the claim and/or made the claim (as applicable) as soon as it was reasonably possible for it to do so.
- 12.3 Notwithstanding the provisions of clauses 12.1 and 12.2, the Company shall, in any event, be discharged from all liability whatsoever and howsoever arising in respect of its performance of the Services, unless an action is commenced and written notice thereof is given by the Customer to the Company within 12 months from the date of the event or occurrence alleged to have given rise to a cause of action against the Company.

13. DANGEROUS GOODS AND CERTAIN OTHER TYPES OF GOODS

- 13.1 Dangerous Goods must be disclosed by the Customer at the outset and if the Company agrees in writing to accept such Goods for carriage or storage then they must be classified, packed, marked, labelled and documented in accordance with the statutory regulations for the carriage by road or storage of the relevant Goods.
- 13.2 Without prior agreement in writing by a director of the Company, the Company will not accept or deal with Goods that would necessitate the deployment of enhanced security measures or other particular handling measures, including bullion, coins, precious stones, jewellery, valuables, antiques, artworks, human remains, livestock, pets or plants. Should the Customer nevertheless deliver any such Goods to the Company or cause the Company to handle or deal with any such Goods (other than with the Company's prior written agreement as aforesaid) then the Company shall have no liability whatsoever for or in connection with the Goods, howsoever arising.

14. FORCE MAJEURE

14.1 The Company shall not be deemed to be in breach of the Contract nor incur any liability whatsoever to the Customer in the event that the non-performance, part-performance or delay in the performance of the Services or failure to perform any obligation under the Contract is caused by an event beyond the reasonable control of the Company (a "**Force Majeure Event**") which shall include the following events:

- (a) Acts of God, natural or other disasters, explosion, flood, fire, inclement weather or road accident; or
- (b) war, hostilities (whether declared or not), invasion, acts of foreign enemies; or
- (c) rebellion, revolution, insurrection, terrorist activity, military or usurped power; or
- (d) riot, civil commotion or disorder; or
- (e) acts, restrictions, regulations, by-laws, refusals to grant any licenses or permissions, prohibitions, or measures of any kind on the part of any governmental authority or agency; or
- (f) strikes, lock-outs, or other industrial actions or trade union disputes of whatever nature; or
- (g) seizure, arrest or forfeiture under legal process; or
- (h) import or export regulations or embargoes; or
- (i) difficulty in obtaining raw materials, labour, fuel, parts, equipment or machinery.

14.2 Should the Force Majeure Event continue for a period in excess of 60 days then the Customer shall be entitled to give the Company notice in writing to terminate the Contract.

15. GENERAL

15.1 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.

15.2 No forbearance or indulgence granted by the Company to the Customer shall in any way limit any right of the Company under these Conditions.

15.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

15.4 Neither the Company nor the Customer intends 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.

15.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.6 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator shall be final and

binding on the parties. The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.

15.7 The Contract shall be subject to and construed under the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales for that