

Conditions for the Carriage of Goods

The Conditions set down the basis on which the Carrier will carry goods for the Customer (definitions of Carrier and Customer are given in Condition 1 below). The Carrier is not and does not contract as a common carrier. The Conditions may not be altered or varied in any way except by express agreement in writing signed by the proprietor or the company secretary or a director of the Carrier. The Conditions cannot and do not override any Statutory provisions imposed by law or the application of any applicable international Conventions. It is expressly stated to be the Customer's responsibility to read and understand the Conditions which will form the basis of the Contract under which any claims or disputes are settled. The Customer is recommended to take professional advice and to ensure they arrange adequate insurance to provide full cover when the property is in transit.

The waiver by either party of any breach of the Conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach. The Conditions constitute the entire agreement between the parties and supersede any and all prior agreements, representations and understandings relating to the subject matter of the Conditions. Nothing in the Conditions shall limit either party's liability in respect of fraudulent misrepresentation.

A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Conditions, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Name of Carrier: Polanka Xpress Ltd.
Address: 17 College Drive, Dunstable, Bedfordshire LU5 4UA

1 Definitions

In the Conditions:

1.1 **Alternative Dispute Resolution** (or ADR) means any procedure agreed by the parties for the resolution of disputes other than those involving formal arbitration or litigation.

1.2 **Carrier** means the person (corporate or otherwise) who contracts with the Customer to carry the goods.

1.3 **Consignee** means the person (corporate or otherwise who may or may not be the Customer) to whom the Carrier contracts to deliver the Consignment.

1.4 **Consignment** means goods whether single or multiple units or in bulk despatched at any one time from one Consignor in a single load from one address in the United Kingdom to one Consignee at any one other address in the United Kingdom.

1.5 **Consignor** means the person (corporate or otherwise who may or may not be the Customer) who supplies the Consignment to the Carrier for carriage.

1.6 **Contract** means the agreement between the Customer and the Carrier for the carrying out of the transport service including all documents expressly incorporated therein.

1.7 **Customer** means the person (corporate or otherwise) who contracts with the Carrier for the carriage of goods.

1.8 The expressions Carrier, Consignee, Consignor and Customer shall include those parties' principals, agents and servants.

1.9 **Dangerous Goods** means goods of any nature as may be included in the Approved Carriage List prepared pursuant to the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996 as may be amended from time to time and goods which represent a similar hazard, radioactive material and explosives of any nature.

1.10 **Day** means any day Monday to Friday inclusive other than a Bank or Statutory Holiday, including the delivery day and the day on which any claim or notification is first made.

1.11 **Delay** means failure by the Carrier to deliver the goods within the agreed time limit, or if there is no agreed time limit, within the period of 42 Days from the date upon which the Carrier takes possession of the goods.

1.12 **Excluded Goods** means:

- Bank notes, coins, cheques, credit cards, debit cards, gift cards, telephone cards and the like
- Bonds, negotiable financial documents, securities and other financial instruments
- Persons or live creatures
- Antiques, works of art
- Live vaccines and/or blood plasma
- Firearms and/or ammunition whether air powered, gas powered or live ammunition, including "blanks"
- Goods that need to be towed other than on a trailer
- Goods being moved as part of a household, office or factory removal unless as part of a groupage load
- Any other Excluded Goods as may be specified on the Carrier's website from time to time

1.13 **High Risk Goods** means:

- Precious stones or precious metals or articles made of or containing precious stones or precious metals
- Non-ferrous metals in raw scrap bar or ingot or similar form
- Computer equipment, software & accessories including but not limited to server, desk-top, lap-top, tablet, palm-top and similar portable computer equipment, system boards, memory boards, microchips, integrated circuit boards, microcontrollers, hard disks, disk drives, memory SIMMS, memory DIMMS, central processing units, CD ROM drives, PCMCIA cards and similar electronic data storage and/or processing equipment for use with computers
- Mobile, cellular, WAP and other portable telephone equipment and/or similar and/or associated goods
- Photographic equipment and accessories
- Audio/visual equipment
- Wine and/or spirits including but not limited to champagne
- Cigars, cigarettes and tobacco
- Footwear, furs and ready made garments
- Any other High Risk Goods as may be specified on the Carrier's website from time to time

1.14 **Loss** means the actual loss of the goods or failure by the Carrier to deliver the goods within 21 Days of the agreed time limit for delivery or, if there is no agreed time limit, within 42 Days from the date on which the Carrier took possession of the goods.

1.15 **Owners Risk** means that the goods are held upon terms that the Carrier shall not be liable for any Loss of whatsoever nature and howsoever caused including negligence in relation to the goods or as a consequence of the goods being in the Carrier's possession. The Customer will indemnify the Carrier against all claims that may be made against the Carrier arising from the carriage, retention or storage of such goods.

2 Principal parties and sub-contractors

2.1 The Customer contracts as the legal owner of the goods or as the authorised agent of such legal owner in which case the Customer warrants that he has the authority to accept these Conditions on behalf of the legal owner.

2.2 Unless written instructions to the contrary are received from the Customer, the Carrier may sub-contract carriage of any part of the Consignment or carriage of the whole of the Consignment.

2.3 Where carriage of any Consignment or any part of a Consignment is sub-contracted to a sea, air or rail carrier then the liability of the Carrier and of any sub-contractor shall be limited and/or excluded in accordance with the conditions of carriage of that sub-contractor or as provided for by statute or international convention.

2.4 Notwithstanding the provisions of the Condition 2.2, the Carrier may not sub-contract the carriage of Dangerous Goods without the prior written consent of the Customer.

2.5 Where any part or the whole of the carriage has been sub-contracted as provided for in Condition 2.2 above, such sub-contractors shall have the benefit of these Conditions of Carriage and shall be under no greater liability to the Customer than or in addition to that of the Carrier under the Contract and the Customer agrees with the Carrier that no claim shall be made against a sub-contractor in addition to or in excess of the limitations and/or exclusions of liability as set out in the Conditions.

3 Loading and unloading

3.1 The Carrier shall not be required to provide additional services other than the service for the carriage of the Consignment from the designated place of collection to the designated place of delivery unless any such service has been requested by the Customer and agreed by the Carrier in writing, prior to collection or delivery being made.

3.2 The Customer shall be responsible for providing any specialist labour and safely operating any equipment that may be required for loading the Consignment on or unloading the Consignment from the vehicle unless arrangements to the contrary are agreed in writing between the Carrier and the Customer prior to despatch and these Conditions shall apply during such loading and/or unloading; see also Condition 7.7.

3.3 The Carrier shall not be liable for any loss or damage caused as a result of its use of defective equipment supplied by the Consignee or Consignor and the Customer shall indemnify the Carrier against any claim made against the Carrier in respect of such loss or damage including claims in respect of death or personal injury.

3.4 The Carrier shall not be liable for any injury death loss or damage caused as a result of negligent acts committed by the Consignor or Consignee or their servants or agents in assisting with loading and/or unloading and the Customer shall indemnify the Carrier against any claim made against the Carrier in respect of such loss or damage including claims for death or personal injury.

3.5 The Carrier will endeavour to make the Consignment reasonably accessible on the vehicle at the place designated for delivery.

3.6 The Customer shall make available to the Carrier upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Carrier.

3.7 At the sole discretion of the Carrier, the Customer shall pay the Carrier if any waiting time and/or additional and/or wasted travelling time is incurred by the Carrier in excess of 60 minutes for vehicles exceeding 3.5

Tonnes Maximum Gross Weight or in excess of the first 30 minutes for vehicles up to 3.5 Tonnes Maximum Gross Weight, due to:

- a the Carrier being prevented from entering the Customer's/Consignor's site/premises, at a time that the Customer/Consignor has indicated either specifically or by inference to the Carrier that access will be available, by a cause beyond the Carrier's control including but not limited to strike, lockout, general or partial stoppage or restraint of labour or fire, explosion or evacuation at/of the Customer's/Consignor's site/premises;
- b the Carrier's legitimate health and safety concerns such as threatening and/or abusive behaviour towards the Carrier, dangerous, aggressive or unrestrained animals, any breaches by the Customer/Consignor/Consignee of prevailing Health and Safety legislation and/or similar legislation;
- c the Customer's/Consignor's site/premises being closed as a result of confiscation, destruction, damage or closure by order of any Government, Government Agency, Local Authority, the police or the consequence of confiscation, seizure or forfeiture under legal process;
- d part or all of a Consignment including relevant accompanying documentation not being packed and/or ready for loading onto the Carrier's vehicle at the time agreed;
- e any specialist equipment and/or labour necessary for loading part or all of the Consignment onto the Carrier's vehicle not being safe to use or being unavailable for any reason at the time agreed;
- f the Carrier's vehicle being delayed from leaving the Customer's/Consignor's/Consignee's site/premises due to the positioning of another vehicle, equipment, stock or other goods owned by or in the custody or control of the Customer, the Consignor and/or the Consignee and/or any other visitor to their site/premises;
- g insufficient, improper or incorrect packing, palletising, packaging, wrapping, labelling or addressing (unless the Carrier has contracted to provide this service);
- h the Carrier being prevented from entering the Consignee's site/premises, at a time that the Customer/Consignor has indicated either specifically or by inference to the Carrier that access will be available, by a cause beyond the Carrier's control including but not limited to:
 - i strike, lockout, general or partial stoppage or restraint of labour or fire, explosion or evacuation at/of the Consignee's site/premises;
 - ii the Consignee's site/premises being closed as a result of confiscation, destruction, damage or closure by order of any Government, Government Agency, Local Authority, the police or the consequence of confiscation, seizure or forfeiture under legal process;
 - iii error, act, omission, mis-statement or mis-representation by the Customer/Consignor or other owner of the goods or by servants or agents of either of them;
 - iv the Consignee's site/premises being closed for business (or closed to vehicles) between the hours of 08.00 hrs and 18.00 hours on any Day unless prior written notice has been given to the Carrier by the Customer/Consignor;
- i the Carrier being delayed or prevented from delivering to/unloading part or all of the Consignment at the Consignee's site/premises as a consequence of the absence of safe and/or adequate access or unloading facility (including the absence for any reason of any specialist equipment or labour necessary for unloading part or all of the Consignment from the Carrier's vehicle).

For vehicles exceeding 3.5 Tonnes Maximum Gross Weight, after the first 60 minutes waiting time will be charged by the Carrier at the single-crewed rate of £50.00 per hour or at the higher rate of £100.00 per hour where collection, carriage and/or delivery and/or the nature of the Consignment requires the use of a co-driver i.e. when the Carrier's vehicle is of necessity double-crewed (the Customer will be charged on a pro-rata basis for excess periods of less than an hour).

For vehicles up to 3.5 Tonnes Maximum Gross Weight, after the first 30 minutes waiting time will be charged by the Carrier at the single-crewed rate of £35.00 per hour or at the higher rate of £70.00 per hour where collection, carriage and/or delivery and/or the nature of the Consignment requires the use of a co-driver i.e. when the Carrier's vehicle is of necessity double-crewed (the Customer will be charged on a pro-rata basis for

excess periods of less than an hour).

4 Dangerous and Excluded Goods

4.1 The Contract for the carriage of Dangerous Goods shall be voidable by the Carrier and the Carrier shall have no liability unless, prior to loading, the Carrier receives precise and correct identification of the substances in writing and has agreed to accept the same for carriage. Transport Emergency Cards ("Tremcards") must be provided to the Carrier in the form prescribed by the appropriate Statutory authority giving details of each and every substance the Carrier is requested to carry. Written information must be provided by the Customer in respect of goods classified as "Dangerous" and where a "Tremcard" is not required by Statute. "Tremcards" or other written notification provided by the Customer must accompany each and every Consignment.

4.2 The Customer shall be responsible for ensuring that such substances are properly and safely packaged and labelled with the identities of the substances and all other relevant information as specified by any Statutory requirements for the time being in force.

4.3 The Customer shall be responsible for and indemnify the Carrier against any loss or damage and claims made upon the Carrier in respect of any injury to and/or death of persons or damage to property arising from the non-compliance by the Customer or the Consignor with any of the provisions of the Conditions in as far as they relate to the carriage of Dangerous Goods, unless the Customer proves that the loss, damage or injury and/or death was due to the negligence of the Carrier.

4.4 The Carrier must be advised at the earliest opportunity if any consignment or part of a consignment consists of Excluded Goods. The Contract for the carriage of Excluded Goods shall be voidable by the Carrier and the Carrier shall have no liability unless, prior to loading, the Carrier receives precise and correct identification and valuation of the Excluded Goods in writing and has explicitly agreed in writing to accept the same for carriage.

4.5 Where the Customer has not fully complied with Condition 11.3 below, the Customer shall "hold harmless" the Carrier i.e. the Customer shall be responsible for and indemnify the Carrier against any loss or damage and claims made upon the Carrier in respect of any injury to and/or death of persons or damage to property arising from the carriage of Excluded Goods.

5 Consignment notes/receipts/photos

5.1 The Carrier and/or its sub-contractor shall, if requested, sign a document acknowledging receipt for the carriage of the quantity and description of the Consignment loaded on to the Carrier's and/or sub-contractor's vehicle, to the extent this can be determined by visual external inspection. Such receipt shall not be evidence as to accuracy of the condition, weight, quantity nor declared nature of the goods said to comprise the Consignment at the time the receipt document is signed by the Carrier and/or its sub-contractor. The burden of proof in the event of dispute is the responsibility of the Customer.

5.2 If requested by the Customer, the Carrier or its sub-contractor shall use its best endeavours to obtain a signed receipt of delivery of the Consignment from the Consignee. Alternatively, at the Carrier's or its sub-contractor's absolute discretion, a photo will be taken of the Consignment unloaded at the place of delivery and such photo including any electronic copy shall be conclusive evidence of proper delivery by the Carrier or its sub-contractor. Such receipts and/or photo will be returned as an electronic copy to the Customer as proof of delivery, unless otherwise agreed in writing by the Customer. Such receipts and/or photo including electronic copies shall be conclusive evidence of proper delivery by the Carrier and/or its sub-contractor.

5.3 At the Carrier's absolute discretion, the Carrier and/or its sub-contractor may obtain its own signed receipt of delivery of the Consignment from the Consignee and/or take a photo of the Consignment unloaded at the place of delivery. Such receipts and/or photo including electronic copies shall be conclusive evidence of proper delivery by the Carrier and/or its sub-contractor.

6 Carrier's responsibility

6.1 Goods are accepted by the Carrier for carriage at 'Owner's Risk' where the Carrier is able to show that the Customer has explicitly agreed to the carriage of the goods at 'Owner's Risk'. In that event, the Carrier shall not be liable for Loss damage or Delay to the goods no matter howsoever or by whomsoever caused and the Customer agrees to indemnify the Carrier against any claims made by any Third Party in respect of the goods carried.

6.2 Subject to the provisions of Condition 6.1 above the Carrier's responsibility for the Consignment shall commence when the Carrier takes physical control of the Consignment at the point of collection or by receiving the same at the Carrier's premises.

6.3 The Carrier's responsibility for the Consignment shall end when the Carrier or its sub-contractor relinquishes physical control of the Consignment at the proper place of delivery or the Consignment is presented at the proper place of delivery within normal business hours allowing sufficient time for unloading.

6.4 If it has been agreed that the Consignee will collect the goods from the Carrier's premises or if the Carrier is prevented from making delivery at the Consignee's site/premises as a consequence of the absence of a

safe and/or adequate access or unloading facility then the Carrier's responsibility for the goods shall end at the expiration of 24 hours after notice by letter, telephone, text message or e-mail or other agreed method of communication of the availability of the goods has been given to the Consignee and/or the Consignor.

6.5 At any time during the term of the Contract the Customer may request or the Carrier may recommend variations to the service and/or variations to any other matters covered by the Contract. The Carrier shall investigate the likely impact of any such requested or recommended variations upon the service, the charge for the service and other aspects of the Contract and shall report promptly to the Customer. Neither party shall be obliged to agree to any requested or recommended variations but neither party shall withhold its agreement unreasonably. Until such time as any variations to the Contract resulting therefrom have been mutually agreed in writing, the parties shall continue to perform their respective obligations without taking account of the requested or recommended variations.

6.6 The Carrier will use all reasonable efforts to deliver within the time specified for delivery but unless otherwise agreed these are estimates only and time is not of the essence.

6.7 Unless agreed otherwise by the Carrier, the Consignment shall only be delivered to the address specified by the Customer/Consignor at the time of booking and the Carrier reserves its right to vary its charges in respect of any alteration to the delivery address by the Customer/Consignor.

7 Carrier's charges

7.1 The Carrier's charges shall be payable by the Customer provided always that, when the goods are consigned 'carriage forward', the Consignee shall have primary responsibility for the payment of the carriage charges but the Customer shall pay such charges in the event of default by the Consignee and the Carrier shall not be required to take any steps to obtain payment from the Consignee other than a written request for payment within the Carrier's usual credit terms.

7.2 Notwithstanding any claim which the Customer may have against the Carrier, the Carrier's charges for carriage and any other services incidental to the carriage chargeable under the Contract shall be payable by the Customer on a "net 30 days end of month" basis unless otherwise agreed in writing. Should the charges not be paid within such a period, then the Carrier shall be entitled to interest at the rate of 8 per cent above the base rate of the Bank of England prevailing at the date of invoice, calculated on a daily basis.

7.3 Should the Carrier's charges for carriage and any other services incidental to the carriage chargeable under the Contract not be paid by the Customer by the date that payment to the Carrier is due, then the Carrier shall be entitled to add administration/compensation charges for late payment commencing the day after payment to the Carrier was due, as permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent legislation.

7.4 In addition to the carriage charges agreed with the Customer, the Carrier shall be entitled to charge for waiting time and/or additional and/or wasted travelling time as set out in Condition 3.7.

7.5 In addition to the carriage charges agreed with the Customer, the Carrier shall be entitled to add any parking charges and/or tolls and/or congestion charging zone charges and/or emission zone and/or environmental zone charges incurred, at cost.

7.6 In addition to the carriage charges agreed with the Customer, the Carrier shall be entitled to add a subsistence charge of £70.00 per night where carriage involves a journey or combination of journeys exceeding 350 miles one way.

7.7 In addition to the carriage charges agreed with the Customer, the Carrier shall be entitled to add a "handball" charge where part or all of a Consignment needs to be loaded and/or unloaded by hand and this has not been disclosed to the Carrier by the Customer prior to the Carrier quoting its price to the Customer.

7.8 All charges quoted are exclusive of value added tax and all other duties and/or taxes which may become due or payable from time to time and shall be added as appropriate by the Carrier to invoices at the rate applicable at the date of invoice.

7.9 When requested, the Carrier shall provide the Customer with a quotation for the carriage of the Consignment in question and such quotation shall be valid for a period of 7 days or such other period as the Carrier may specify. The Carrier shall provide written quotations to the Customer upon request. All bookings for carriage of goods are subject to acceptance by the Carrier and the Carrier reserves the right to refuse to accept any booking. All bookings are subject to the terms and conditions of the Conditions, shall be deemed to be a separate and independent Contract and the Carrier reserves the right to amend any booking at any time upon notice to the Customer. Further charges such as waiting time are chargeable in addition to any standard quotation provided by the Carrier.

7.10 The payment terms of and charges paid to the Carrier are confidential and the Customer shall take all reasonable steps to ensure that such terms remain confidential. The Customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

7.11 In the event of cancellation by the Customer of any booking for carriage of goods once the Carrier's vehicle is en-route to or has arrived at the collection point, the Customer shall pay to the Carrier the full price actually quoted (or the price that would have been quoted using the Carrier's usual scale of charges at that

time if no quote has been provided); in the event of cancellation by the Customer of any booking for carriage of goods less than 24 hours prior to the agreed collection time of the Consignment but before the Carrier's vehicle is en-route to or has arrived at the collection point, the Customer shall be liable to the Carrier for the Carrier's cancellation charge of £30.00 for vehicles not exceeding 3.5 Tonnes Maximum Gross Weight and of £100.00 for vehicles exceeding 3.5 Tonnes Maximum Gross Weight.

8 Disposal of the goods by the Carrier

8.1 In the event that the Carrier is unable for any reason beyond its reasonable control to deliver the Consignment in accordance with the Contract, the Carrier shall seek further instructions from the Customer. The Carrier's reasonable additional charges for retaining the goods pending the arrival of such further instructions and for carrying out those instructions shall be chargeable to and paid by the Customer.

8.2 Subject to the provisions contained in Condition 8.2 (a) to (c) below, where the Carrier is unable to obtain further instructions from the Customer in accordance with Condition 8.1, the Carrier may sell the goods provided that such sale is permitted by law. Payment or tender of the net proceeds to the Customer after deductions of all costs of and charges for carriage, other services incidental to the carriage chargeable under the Contract, storage and disposal and expenses in relation to the goods shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under the Conditions) discharge the Carrier from all liability in respect of such goods, their carriage and storage.

a The goods may not be sold unless the Carrier shall have made reasonable efforts (having regard, if appropriate, to the perishable nature of the Consignment) to notify the Customer of the Carrier's intention to sell the goods. The goods may then be sold unless within reasonable time (such time to be specified in the notice) the Customer shall have arranged to collect the goods or given instructions for their disposal and have paid, without prejudice, all outstanding charges as referred to in this Condition including any warehousing charges which may have been incurred during the time that the goods have been retained.

b Pending the expiry of such periods of notice as aforesaid and of disposal of the goods under these provisions the Carrier shall at the expense of the Customer have authority to arrange proper storage of the Consignment. During such period of storage the goods will be held at "Owner's Risk" and the Carrier shall not be liable for loss of or damage to the goods howsoever caused.

c In the event of a sale under this Condition the Carrier shall do what is reasonable to obtain the market value of the Consignment (subject to any unavoidable deterioration thereof). If the goods have no market value, then the Carrier may dispose of them subject to compliance with all legal requirements in force in respect of such goods.

8.3 Subject to the provision of Condition 8.1 above, and in circumstances in which the Carrier is unable to obtain further written instructions, the Carrier may, in respect of Dangerous Goods only, at his sole discretion dispose of the goods or return them to the Customer. Where such action is taken by the Carrier, it shall comply with all prevailing legal requirements that may be in force in respect of the goods. Any such action taken by the Carrier under this Clause shall be at the sole risk and expense of the Customer.

9 Liability for Loss, damage or Delay

9.1 The Customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

9.2 Subject to the Conditions the Carrier shall be liable for:

a Loss of or damage to the goods in a Consignment occurring whilst the Carrier has responsibility for the Consignment in accordance with Condition 6 above;

b subject to Conditions 9.6 and 10.2, any Delay in the carriage of any goods in a Consignment arising solely from the negligence of the Carrier.

9.3 The Carrier's liability is restricted to the financial limits imposed under Condition 10 of the Conditions unless otherwise agreed in writing between the contracting parties prior to the transit commencing.

9.4 The Carrier shall not be liable for whatsoever reason for Loss of or damage to, or mis-delivery or loss arising from any Delay in respect of: Excluded Goods as listed under Condition 1.14, stamps, prepaid phone cards, legal or business documents, explosives, chilled frozen or other perishable goods, or anything of a similar nature unless:

i the Carrier has agreed in writing to carry such goods at the specific request of the Customer prior to commencement of the transit;

ii the Customer has agreed to reimburse the Carrier with all additional costs necessarily incurred as a direct result of the Carrier agreeing to carry such goods;

iii the Loss or damage or Delay has been proved to have been solely caused by the negligence of the Carrier and/or his agents and/or his servants.

9.5 The Carrier shall be relieved of all liability if Loss, damage or Delay arises from the effect of:

a any consequence of war, invasion, act of foreign enemy, hostilities or war like operation or operations whether war be declared or not, military or usurped power, revolution, insurrection, rebellion, civil war or any act of foreign power;

b confiscation, expropriation, requisition, seizure, embargo, nationalisation, destruction or damage by or under the order of any government/government agency, public or local authority or the consequence of inadequate or inaccurate documentation confiscation, seizure or forfeiture under legal process;

c error, act, omission, mis-statement or mis-representation by the Customer or other owner of the goods or by servants or agents of either of them;

d inherent liability due to wastage/shortage in bulk or weight, evaporation, ordinary leakage, latent defect or inherent defect, vice or natural deterioration of the goods;

e any special handling and/or load restraint requirements in respect of the goods which have not been notified to the Carrier;

f defective, insufficient, inadequate or improper packaging and/or insulation, unless the Carrier has contracted to provide this service and the Customer has also provided a sufficient quantity of suitable packaging materials to the Carrier (bearing in mind the nature and quantity of the Consignment) prior to collection of the Consignment by the Carrier;

g insufficient, inadequate or improper labelling or addressing, unless the Carrier has contracted to provide this service;

h riot, civil commotion assuming the proportions of or amounting to an uprising, strike, lock-out, labour disturbance or dispute, work to rule or other general or partial stoppage or restraint of labour from whatever cause;

i defect of any equipment supplied by the Customer under Condition 3.2 or any negligence of the Customer's agents or servants;

j delay in providing to the Carrier safe and/or adequate access and/or delivering instructions in accordance with Condition 6.4;

k fraud or dishonesty on the part of the Customer, Consignor, Consignee or owner or of their servants or agents in respect of all or any part of the Consignment;

l vermin, wear & tear, gradual deterioration, inherent vice, ordinary loss of volume;

m contamination of part of the Consignment by any other part of the Consignment;

n depreciation or deterioration or variation in temperature unless caused by an accident to the Carrier's vehicle;

o climatic or atmospheric conditions or extremes of temperature;

p mechanical or electrical derangement oxidation, discolouration or rust of part or all of the Consignment unless caused by fire or accident to the carrying vehicle;

q ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

r the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

s any weapon or device dispersing radioactive material and/or ionising radiation or using atomic or nuclear fission and/or fusion or other like reaction

t pressure waves caused by aircraft or any other aerial devices travelling at sonic or supersonic speeds;

u any consequence whatsoever resulting directly or indirectly from any act or acts of terrorism including but not limited to the use or threat of force and/or violence, and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes regardless of any other contributory cause or event including any consequence directly or indirectly arising from action taken in controlling, preventing, suppressing or in any way relating to such act or acts.

v the delivery address and/or access to the proper place of delivery necessitating the Carrier's vehicle driving on, over or through any unmade and/or rough and/or poorly made and/or badly maintained road and/or driveway and/or ground

9.6 The Carrier shall not be liable to the Customer, whether in contract, tort or by statute, or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage suffered by the Customer howsoever caused including, without limitation:

a loss due to Delay in delivery; and/or

b loss of anticipated savings; and/or

c loss of business and/or goods; and/or

d loss of goodwill; and/or

e loss of market and/or business

f loss of use; and/or

g loss of data or other information; and/or

h loss relating to the procurement by the Customer of any substitution of goods or services.

For the avoidance of doubt, the types of loss and/or damage specified in Conditions 9.6 a to 9.6 h above shall not constitute direct Loss for the purpose of the Conditions.

10 Limitation of liability of the Carrier

10.1 Unless otherwise agreed in writing between the Customer and the Carrier prior to the commencement of carriage, the liability of the Carrier in respect of loss of or damage to goods whilst they are the responsibility of the Carrier in accordance with Conditions 6 and 9 hereof shall be limited as follows:

a for transits within United Kingdom of Great Britain and Northern Ireland including the Channel Islands, Isle of Man and other offshore islands, the Carrier's liability shall be restricted:

- (i) to a maximum of £50,000 (reduced to a maximum of £10,000 when carriage is by a vehicle up to 3.5 Tonnes Maximum Gross Weight) in respect of theft or attempted theft of the whole or part of a Consignment of High Risk Goods inclusive of all/any duties and/or taxes but not exceeding either the actual value of the Consignment or part of the Consignment that has been stolen or damaged or the cost of repair or replacement part or parts of stolen or damaged High Risk Goods, whichever is the less;
- (ii) subject to 10.1 a (i) above, to a maximum of £50,000 (reduced to a maximum of £10,000 when carriage is by a vehicle up to 3.5 Tonnes Maximum Gross Weight) inclusive of all/any duties and/or taxes where the whole or part of a Consignment is lost or damaged but not exceeding either the actual value of the Consignment or part of the Consignment that has been lost or damaged or the cost of repair or replacement part or parts of lost or damaged goods, whichever is the less;
- (iii) notwithstanding 10.1 a (i) and (ii) above, where the Carrier is required to temporarily store the whole or part of a Consignment on an unattended vehicle or trailer (for example but not limited to when the Carrier collects a Consignment one day for delivery on a subsequent working day), the Consignment is stored at Owners Risk and the Customer will indemnify the Carrier against all claims that may be made against the Carrier for Loss or damage arising from or during such temporary storage of the goods on an unattended vehicle or trailer.

b for the purpose of this Condition the value referred to is the valuation of the goods at the time they are accepted for carriage including all duties and taxes. Provided that no claim shall be accepted by the Carrier pending its receipt from the Customer of proof of the value of the Consignment or any part thereof.

10.2 The Carrier's liability for any Delay or consequential loss shall not exceed the amount of the claimant's bona fide loss or the amount of the carriage charges whichever shall be the smaller unless agreement has been made previously in writing between the Carrier and the Customer for a specific level of liability for such Delay or consequential loss.

10.3 For transits outside United Kingdom of Great Britain and Northern Ireland including the Channel Islands, Isle of Man and other offshore islands, the Carrier's liability shall be restricted to (i) where the Consignment is carried by road by the Carrier, the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19th May 1956 ("the CMR Convention") subject to a limit to the Carrier's liability of £250,000 inclusive of all/any duties and/or taxes or (ii) where the Consignment is not carried by road by the Carrier, the amount of cover provided by the international agent or carrier chosen at the Carrier's absolute discretion. Details of such cover shall be provided to the Customer upon request.

10.4 Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of Loss of or damage or Delay to cargo for the purpose of the Conditions the phrase "the Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12th October 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999, whichever is applicable.

Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19th May 1956 ("the CMR Convention").

11 Customer's indemnity to the Carrier

The Customer shall indemnify the Carrier against:

11.1 losses suffered by the Carrier arising from any negligent act, negligent omission, negligent misdirection or negligent misstatement by the Customer, Consignor or Consignee, its servants or agents;

11.2 claims of any nature for loss or damage resulting from the carriage of Dangerous Goods where the Customer's obligations in Condition 4 above have not been met;

11.3 claims of any nature for loss or damage resulting from the carriage of Excluded Goods unless the Carrier has agreed in writing to carry such goods at the specific request of the Customer prior to commencement of the transit and the Customer has agreed to reimburse the Carrier with all additional costs necessarily incurred by The Carrier as a direct result of the Carrier agreeing to carry such goods;

11.4 claims and demands of any nature in respect of loss of or damage to the goods made by any Third Party additional to or in excess of the limits of liability of the Carrier set out in Condition 10 above;

11.5 any claims made or penalties imposed by the Commissioners of Customs and Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended;

11.6 all costs and charges arising from delay and/or detention of the Carrier's driver and/or vehicle by authorities in any country including but not limited to customs and police authorities in that country and/or any fines claims made or penalties imposed upon the Carrier as a result of any missing, inadequate or incorrect import, export and/or other documentation provided to the Carrier by the Customer and/or by any other party on behalf of the Customer

11.7 claims and demands made by a Third Party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Terms and Conditions.

12 Notification of claims

12.1 The Carrier shall not be liable for:

a loss or damage of the whole of the Consignment unless a claim specifying the general nature thereof is submitted by the Customer to the Carrier in writing within 10 Days from the Carrier's responsibility for the Consignment having commenced in accordance with Condition 6.2 above and unless a detailed claim giving weight and value and date of collection are submitted by the Customer to the Carrier in writing within 10 Days from the Carrier's responsibility for the Consignment having ended or been deemed to have ended. A claim for loss or damage will not be accepted on the consignment note;

b loss or damage of any part of a Consignment unless a claim specifying the general nature thereof is submitted by the Customer to the Carrier in writing within 5 Days from the Carrier's responsibility for the Consignment having ended in accordance with Condition 6.3 above and a detailed claim specifying the weight and value and date of collection and date of delivery are submitted in writing within 10 Days of the Carrier's responsibility having ended. A claim for loss or damage will not be accepted on the consignment

note;

c damage of any description unless the damaged goods are made available to the Carrier's representative for inspection for a reasonable period following notification of the claim;

d Delay in delivery of whole or part of the Consignment unless the Carrier is informed in writing within 3 Days of the date by which the delivery should have been made. For the avoidance of doubt where no date for delivery has been agreed notification should be given within 42 Days of the Carrier's responsibility for the Consignment having commenced in accordance with Condition 6.2 above. A claim for Delay will not be accepted on the consignment note.

12.2 The Carrier shall not benefit from this exclusion of liability if the Customer provides evidence that:

a in all the circumstances it was not reasonably possible so to advise the Carrier or make the damaged goods available for inspection within the specified time limits and;

b such advice was given at the first reasonable opportunity.

13 Lien and power of sale

13.1 All Consignments delivered to the Carrier for carriage are and will be received by the Carrier and held by it subject to a lien for all carriage charges due to the Carrier from the Customer for the carriage, storage rent and/or warehousing charge of the goods and other proper charges or expenses incurred in respect of or in connection with the carriage of the particular Consignment and all other goods which may have been carried by the Carrier for the Customer from time to time. If such a lien is not satisfied by payment within a reasonable time of the Carrier's demand for payment then the Carrier shall be entitled to invoke the power of sale set out in Condition 8 over the Customer's goods in the Carrier's possession. Such sale shall be subject to the provisions of Conditions 8.2 and 8.3 above.

13.2 The Carrier shall be entitled to charge to the Customer the cost of loading and unloading the goods whilst a lien is being exercised together with warehouse rent and any other expenses incurred during all periods during which the lien on the Consignment or any part of the Consignment is being asserted and all these Conditions shall continue to apply whilst the lien is being exercised.

13.3 If the Consignment is not the property of the Customer, the Customer warrants that he has the authority to grant to the Carrier a particular lien against the owner. The Carrier may hold the goods against the owner for any unpaid monies applicable to those goods only, but the Carrier may not sell or dispose of the goods in any way without the express consent of the owner.

14 Detention of Carrier's property

The Customer shall, except in the case of negligence by the Carrier, pay to the Carrier any cost or expense occasioned to it by the improper or excessive detention by the Consignor or Consignee of any vehicle, trailer, container, straps or covering belonging to or under the custody or control of the Carrier without prejudice to any rights of the Carrier against any Third Party in respect of such detention.

15 Dispute resolution

15.1 The parties will attempt, in good faith, to resolve any dispute or claim arising out of or relating to the Conditions promptly through negotiations between the respective representatives of the parties who have authority to settle the same.

15.2 If the matter is not resolved through negotiation the parties may attempt to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Effective Dispute Resolution (CEDR).

15.3 If the matter is not resolved by an ADR procedure or if either party will not or ceases to participate in an ADR procedure, the dispute may be referred to the arbitration of a single arbitrator or to an arbitrator appointed at the request of the parties by the President for the time being of the Chartered Institute of Arbitrators (CIArb). The apportionment of the cost of any such arbitration between the parties shall be in the discretion of the arbitrator. The arbitration shall, unless otherwise agreed, be held in the town wherein the Carrier has its main administrative office.

16 Severance

If any provision of the Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the Conditions and of such provision shall continue in full force and effect.

17 Governing law

The parties shall agree the legal regime under which these Conditions shall be construed and interpreted and the courts which shall have jurisdiction. In the absence of such agreement to the contrary, the Contract shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

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