

STANDARD TRADING TERMS AND CONDITIONS

SECTION 1 GENERAL CONDITIONS

1. All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the Company shown on the face of this document is transacted subject to the Conditions hereinafter set out. All other terms and conditions are hereby excluded. Should the Customer wish to contract with the company otherwise than subject to these Conditions special arrangements can be made and revised prices quoted, provided that such arrangements shall only apply if reduced to writing and signed by a Director or the Secretary of the Company. Save as aforesaid no agent or employee of the Company has the Company's authority to waive or vary these conditions.
2. (i) The Company is a Freight Forwarder and, subject to the following provisions, shall be entitled either to arrange all or any of the carriage, storing, packing or handling of the goods, or any other services required by the Customer, as agent on behalf of the Customer, or to provide all or any part of such services as principal contractor. The word "goods" in these conditions shall include any packing, containers, or equipment.
(ii) When acting as an Agent, The Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
(iii) To the extent that the Company itself by its own servants performs all or any part of the carriage, storage, packing or handling of the goods, or any other services required by the Customer, the Company shall be deemed to provide such services, or the part so performed, as principal contractor.
(iv) Where the Company has held itself out to be the operator of a regular line or service over the route, or part of the route, on which the goods are to be carried, and has accepted instructions for the carriage of the goods by that line or service, the Company shall (except where the Company procures a bill of lading or other document evidencing a contract of carriage between the carrier and the Customer or Owner) be deemed to provide such carriage, or such part thereof, as principal contractor, without prejudice to the question whether any of the other services are arranged by the Company as agent or provided as principal contractor.
(v) Except to the extent set out in sub-clause (iv) the Company shall be deemed to be acting as agent in any case where the Company enters into a contract with any other person for the carriage, storage, packing or handling of the goods or for any other services in relation thereto and such contract is capable of being enforced by the Customer or Owner as principal, whether or not the Customer or Owner is named or disclosed as principal by the Company.
(vi) The charging or agreement to charge a fixed price for any services shall not of itself determine whether the Company arranges such services as agent or provides the same as principal contractor.
3. The Customer warrants that he is either the owner or the authorised agent of the goods to which any business relates, and further warrants that he is authorised to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods (any such person being herein called "the Owner").
4. Estimates and quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing the Company shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside the Company's control occurring in currency exchange rates, rates of freight or any charges applicable to the goods.
5. The Company shall not be liable for any failure to collect 'COD' payments unless the Customer has previously instructed the Company specifically in writing and the Company has agreed to such instruction. Information shown on commercial invoices or verbal communication does not constitute an instruction to the Company.
6. The Customer warrants that the description and particulars of any consignments furnished by or on behalf of the Customer are accurate. Except where the Company is instructed in writing to pack the goods the customer warrants that all goods have been properly and sufficiently packed and/or prepared. Whilst reasonable care will be exercised the Company will not be liable for any damage to unpacked goods or goods insufficiently packed to withstand international transportation. All risks insurance is not provided by the Company.
7. No insurance will be effected by the Company.
8. Except under special arrangements previously made in writing the Company will not accept or deal with noxious, dangerous, hazardous, inflammable or explosive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable to all loss or damage whatsoever caused by or to in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health though the Company will where reasonably practicable contact the Customer. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.
9. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, bank notes, cheques or other negotiable instruments, stamps, redeemable and other credit vouchers, bank and credit cards and vouchers, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however caused.
10. The Company shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other Customers.
11. The Company shall be entitled at the expense of the Customer to sell or dispose of
(i) on 21 days' notice in writing to the Customer, or, where despite reasonable efforts the Customer cannot be traced, after the goods have been held by the Company for 90 days, all goods which in the opinion of the company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any reason, and
(ii) without notice perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the Company would be likely to perish in due course of the carriage, storage or handling.
12. The Company shall have a general lien on all goods or documents relating to goods for all sums due at any time from the Customer or Owner and shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 day's notice in writing to the Customer.
13. All sums due to the Company are payable on demand by invoice or otherwise. Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set-off. The Company shall be entitled to interest, calculated at 8 per cent above base rate of the London clearing banks on all amounts overdue.
14. (i) When goods are accepted or dealt with upon instruction to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
(ii) The Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or Owner.
15. (i) In no circumstances whatsoever shall the Company be liable to the Customer or Owner for consequential loss or loss of market however caused.
(ii) Without prejudice to any other conditions herein or other defences, which may be open to the Company, in no circumstances whatsoever shall the Company be liable to the Customer or Owner for delay or deviation however caused in a sum in excess of twice the Company's own charges in respect of the relevant transaction.
16. In no case whatsoever shall any liability of the Company, however arising, and notwithstanding that the cause or loss or damage be unexplained or caused by the negligence of the Company in respect of any contract to which these conditions apply, exceed
(i) the value of the relevant goods, or
(ii) a sum at the rate of two Special Drawings Rights (SDR's) on the gross weight of the goods or 50,000 SDR's in respect of any one transaction, whichever shall be the least.
17. Any claim by the Customer or Owner against the Company shall be made in writing and notified to the Company
(i) in the case of damage to the goods within 7 days after the end of the transit where the transit ends in the British Isles and within 14 days after the end of the transit and where the transit ends outside the British Isles.
(ii) in the case of delay in delivery or non-delivery within 14 days of the date when the goods should be delivered, and
(iii) in any other case within 14 days of the event giving rise to the claim.
Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer or Owner can show that it was impossible for him to comply with these time limits in which case any claim shall be barred if not made without delay.
18. No claim shall be made on any grounds whatsoever against
(i) Any officer or servant of the Company
(ii) any of its parent, subsidiary or associated companies, except to enforce any contract to which the customer and such company are parties by virtue of Clause 21 or 22 hereof, which seems to impose upon him or them any liability in connection with the business undertaken by the Company or with the goods. For the purpose of this clause the Company contracts as agents for all of the aforementioned.
19. The Customer is responsible for all duties and taxes for goods in bonded warehouse or transport and for insuring all his goods against fire, theft and special perils while in the hands of the Company for warehousing, transport or pick and pack. The Customer shall indemnify the Company against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of the Company in accordance with these Conditions, suffered or incurred by the Company in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other person against these claims made against such person by the Customer or by the Owner.

SECTION II THE COMPANY AS A FORWARDING AGENT

20. Conditions 21 to 25 below apply where and to the extent that the Company in accordance with Condition 2 acts as agent on behalf of the Customer.
21. The Company shall be entitled to enter into contracts
(i) for the carriage of goods by any route or by any means;
(ii) for the storage, packing or handling of the goods by any persons at any place or places and for any length of time; and to do such acts as may be necessary or incidental thereto at the reasonable discretion of the Company, and to depart from the Customers instructions in any respect if in the opinion of the company it is necessary or desirable to do so in the Customer's interests. The Customer expressly authorises the Company to do such acts and enters into such contracts on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departures from the Customer's instruction aforesaid.
22. The Company shall be entitled to delegate the performance of any of its obligations as agents to any of its parent, subsidiary or associated companies, or to any other person, firm or company. The contract between the Customer and the Company is made by the Company on its own behalf, and also as agent for and on behalf of such parent, subsidiary or associated company, and such company shall be entitled to the benefit of these conditions. The Customer will not seek to impose upon such company a liability greater than or additional to that accepted by the Company under these conditions.
23. (i) The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing.
(ii) Where there is a choice of rates according to the extent or degree of the liability; assumed by carriers, warehousemen or others, goods may be forwarded, dealt with, etc, at Customer's risk or other minimum charges and no declaration of value (where optional) will be made, unless express instructions in writing to contrary have previously been given by the Customer.
24. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remuneration customarily retained by or paid to Forwarding Agents.
25. The Company shall not be liable to the Customer or Owner for loss or damage arising from any non-compliance or miscommunication with the Customer's or Owner's instructions or for any failure to perform whether wholly or in part their obligations (whether such obligations arise in contract or otherwise) unless the same is due to the negligence of the Company or its own servants.

SECTION III THE COMPANY AS PRINCIPAL CONTRACTOR

26. Conditions 27 to 29 below apply where and to the extent that the Company in accordance with Condition 2 acts as principal contractor.
27. The Company is not a common carrier and transacts business only on the basis of these Conditions.
28. The Company shall not be liable to the Customer or Owner for the loss of or damage to the goods nor for any such loss or damage as is referred to in Condition 25 unless the same is due to the negligence of the Company or any subcontractors employed by the Company or its or their own servants.
29. Where the Company or any subcontractor employed by the Company is the "carrier" under contract subject to legislation compulsorily applicable thereto the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by such legislation, and if any of these Conditions are repugnant to any such legislation the same shall be void to the extent of such repugnancy but no further.

SECTION IV JURISDICTION AND APPLICABLE LAW

30. These Conditions, and any act or contract to which they apply, shall be governed by English Law and any dispute arising out of any such act or contract shall be within the exclusive jurisdiction of the English Courts.