

International Courier Terms & Conditions

1 Definitions

"Carrier" and **"the Courier"** means a third party courier dealing with the Customer as principal, which, unless the context requires otherwise, includes any sub-contractor appointed by the Carrier.

"Customer" means the person or company who contracts for the services of the Carrier, including any other carrier who gives a Consignment to the Carrier for carriage.

"Contract" means the contract of carriage between the Customer and the Carrier, which shall be made subject to these Terms and Conditions.

"Consequential Loss" shall include without limitation all economic losses loss of profits increased management or labour costs loss of future business loss of reputation and goodwill loss of market or falls in prices of whatever nature and all other damages costs or expenses or other indirect losses including any liability to or claims by any third party.

"Consignee" means the person, company or representative of the company to whom the Carrier contracts to deliver the Consignment.

"Consignment" means any item or items the Carrier carries for the Customer at one time in one load or from one address to another in bulk or contained in one parcel, package, container or envelope, as the case may be, or any separate number of parcels, packages, containers or envelopes sent at one time in one load by or for the Customer from one address to one address. For the avoidance of doubt, the expression "goods" shall include papers and documents other than those expressly excluded in these Terms and Conditions.

"Dangerous Goods" means dangerous substances as defined in the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 (and any amendment or replacement thereof), explosives, radioactive substances and any other substance presenting a similar hazard or anything the Customer asks the Carrier to deliver that could put the health and safety of other people at risk.

"Parties" means:-

a) the Courier which expression shall where the context allows include its employees agents and sub-contractors; and

b) The person firm or company named as Customer – overleaf - ('the Customer').

"Sub-Contractor" means any person whose services the Courier engages or makes use of to perform the whole or any part of the services the subject of this.

"Theft attractive goods" include: Money, Securities, Deeds, Bills of exchange, Promissory notes, Stamps, Photographs, Mobile telephones and all ancillary equipment, General telephony equipment, Documents of title to property, Jewelry, Precious stones, Gold, Silver, Platinum, other precious metals, Non-ferrous metals other than in components, Furs, Watches, Cassettes, Videos Spirits, Tobacco and Cigarettes.

2 General

2.1. The Carrier is not a common carrier and at its sole discretion accepts Consignments for carriage under these Terms and Conditions;

2.2. No variation or modification of these Terms and Conditions, including cancellation, shall be of any force or effect unless the same shall be confirmed in writing and signed by both parties, and then such variation or modification shall be effective only in the specific instance, and for the purpose and to the extent for which it was made or given.

2.3. This agreement is binding on the parties, their successors in title, permitted assigns, heirs, executors and trustees.

3 Customer's obligations

3.1. Subject to the provisions of this agreement the Customer undertakes:

3.1.1. That in relation to the Goods the Customer is either solely beneficially entitled to the Goods or has the authority of all those interested in the Goods to enter into this contract and to bind them to its terms.

3.1.2. In the event of any claim by any third party against the Courier arising out of this contract to indemnify the Courier against the claim and all legal and other costs incurred except to the extent that the Customer establishes that the Courier would have been liable to the Customer had the original claim been made by the Customer but on the assumption that the Customer had retained title to the Goods.

3.1.3. To give any instructions requested by the Courier as soon as reasonably practicable.

3.1.4. To make all payments as provided in clause 9 below.

4 Authority and Sub-Contracting

4.1. The Customer warrants that he is either the owner of the goods in any Consignment or is authorised by the owner to accept these Terms and Conditions on the owner's behalf.

4.2. The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purposes of fulfilling the contract in whole or in part and the name of every such other carrier shall be provided to the Customer upon request.

5 Dangerous Goods

5.1. Dangerous Goods must be disclosed by the Customer in advance and if the Carrier agrees to accept them for Carriage they must be classified, packed and labeled in accordance with the statutory regulations for the carriage by road of the substance(s) declared. Transport Emergency Cards ("Tremcards") or information in writing in the manner required by the relevant statutory provisions or by the relevant body authorised by statute to make regulations must be provided by the Customer in respect of each substance and must accompany the Consignment.

5.2. The Carrier has the right to open and inspect any Goods without the prior consent of the Customer.

5.3. The Carrier, at its sole discretion, may refuse to accept goods for carriage.

6 Delivery

6.1. Unless the Carrier has agreed in writing to the contrary with the Customer:

6.1.1. The Carrier shall not be under any obligation to provide any plant, power or labour required for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier;

6.1.2. The Customer warrants that any special equipment required for loading or unloading the Consignment that is not carried by the Carrier's vehicle will be provided or procured by the Customer;

6.1.3. The Carrier shall be under no liability whatsoever to the Customer and the Customer shall indemnify and hold harmless the Carrier for any damage, however caused, if the Carrier is instructed to load or unload any goods requiring special equipment if such equipment has not been provided or procured by the Customer.

6.2. The time specified in the Contract for delivery of the Consignment is not of the essence and delivery times are estimated and not guaranteed. The Carrier will use all reasonable endeavors to ensure that the consignment is delivered by the estimated time but the Carrier shall not be liable to the Customer, or be in breach of the Contract, for any delay in delivery howsoever caused.

7 Transit

7.1. Transit shall commence when the Carrier takes possession of the Consignment, whether at the point of collection or at the Carrier's premises.

7.2. Where the Carrier at the request of the Customer loads a consignment on one day for delivery on the next working day so that the Consignment is stored in a vehicle, transit shall commence and storage shall be deemed to end when the vehicle begins delivery.

7.3. Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address PROVIDED THAT:

7.3.1. If no safe and adequate access or, if applicable, no adequate unloading facilities there exist, then transit shall be deemed to end at the expiry of one hour after notice by telephone of the arrival of the Consignment at the Carrier's premises has been given to the Customer; or

7.3.2. When for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier to "await order" or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time determined by the Carrier, then transit shall be deemed to end at the expiry of such reasonable time.

8 Undelivered or Unclaimed Goods

8.1. Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or when by paragraph 8.2 above transit is deemed to be at an end, the Carrier may sell the goods comprising the Consignment. Payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these conditions) discharge the Carrier from all liability in respect of the Consignment.

8.2. Notwithstanding the generality of paragraph 8.1 above, the Carrier shall use his reasonable endeavors to obtain a reasonable price for the Consignment and the Carrier's power of sale shall not be exercised where the name and address of the Customer or of the Consignee is known unless the Carrier shall use its reasonable endeavors to give notice to the Customer and to the Consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions are given for their disposal.

9 Carrier's Charges

9.1. The Carrier's charges shall be made in accordance with its tariff current at the time of performance of the Contract. The Carrier will prepare invoices at least once a month, or charge the Customer's credit or debit card account with the relevant amount. The Carrier at its absolute discretion may withdraw credit facilities at any time and the balance outstanding shall become due immediately on demand.

9.2. The prices on the Carrier's tariff are exclusive of any additional charges that the Carrier incurs on behalf of the Customer, examples of which include (but are not limited to) the weight and size of the Consignment being more than advised by the Customer, failed collection charges, waiting time, re-delivery, return to sender and customs charges. The Carrier reserves the right to charge these further charges to the Customer's credit card or add them to the invoice to the Customer.

9.3. The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person. Without prejudice to the generality of the foregoing, when goods are consigned "carriage forward", the Customer shall not be required to pay such charges unless the Consignee fails to pay after demand has been made by the Carrier for the payment thereof and such demand has not been paid within the time stipulated by the Carrier to the Consignee.

9.4. Charges shall be payable on the expiry of any time limit notified to the Customer (whether on any invoice or otherwise) or failing such notification 30 days after the date of the relevant invoice and the Carrier shall be entitled to interest at 8% above the Official Dealing Rate of the Bank of England for the time being calculated on a daily basis on all amounts overdue to the Carrier. Any queries as to the correctness of the invoice must be made in writing within fourteen days of issue of the invoice otherwise it will be payable in full.

9.5. Except where any quotation states otherwise, all quotations given based on a weight charge shall apply to the gross weight of the Consignment.

9.6. Unless stated otherwise, all charges quoted are exclusive of Value Added Tax.

9.7. All sums due to the Carrier shall be paid without deduction, set-off or abatement and the customer shall not withhold or defer any payment on account of any claim or counterclaim and acknowledges that any such claim or counterclaim whatsoever by the Customer against the Carrier must be subject to separate proceedings.

10 Liability for Loss and Damage

10.1. The Customer shall be deemed to have elected to accept the terms set out in paragraphs 12.2 and 12.3 below unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery or damage to the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier.

10.2. The Carrier shall not be liable in respect of any loss or mis-delivery of or damage to any Consignment if the same has arisen from:

10.2.1. Acts of God;

10.2.2. Any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power of confiscation, requisition or destruction of or

damage to property by or under the order of any government or public or local authority;

10.2.3. Seizure or forfeiture under legal process;

10.2.4. Act, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;

10.2.5. Inherent liability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile");

10.2.6. Insufficient or improper packing;

10.2.7. Insufficient labeling or addressing;

10.2.8. Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

10.2.9. The Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered;

10.3. Deliveries that are made to a neighboring property or alternative address other than the Consignee's;

10.3.1. Collections and deliveries where the Sender or Consignee is not present and the Customer has provided instructions for a Consignment to be left unsigned for;

10.3.2. The Carrier shall not in any circumstances be liable for loss or damage to the Consignment after transit of such goods is deemed to have ended within Clause 8 above, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default, or other wrong doing on the part of the Carrier.

10.4. The Courier shall not be liable for any physical loss, mis-delivery or damage to any theft-attractive goods unless the Courier has specifically agreed in writing prior to transit commencing to carry such items and the Customer has agreed in writing to reimburse the carrier in respect of all additional costs including insurance costs which result from the carriage of the said items and the loss mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Courier its servants or agents. The above delivery is subject to our standard Terms and Conditions which are set out below

10.5. The Courier shall not in any event be liable for any consequential loss whatsoever and howsoever arising (including in relation to theft attractive goods) which shall include without limitation all economic losses loss of profits increased management or labour costs loss of future business loss of reputation and goodwill loss of market or falls in prices of whatever nature and all other damages costs or expenses or other indirect losses including any liability to or claims by any third party.

1

Limitation of liability

1.1. Where the rules relating to liability established by the Warsaw Convention or the CMR Convention apply our liability is governed by and shall be limited in accordance with such rules. Subject to applicable law, where the Warsaw Convention or the CMR Convention do not apply, liability to loss or damage shall be as follows:

1.1.1. The Carrier will only be responsible for the shipment while it is within the custody and control of the Carrier as per clause 8 above;

1.1.2. The Liability will be limited to TWENTY-FIVE POUNDS STERLING (£25.00) or its equivalent per shipment.

2

Time Limits for Claims

2.1. All claims must be notified by in writing within 7 days after delivery of the shipment or within 7 days of the date the shipment should have been delivered. The requested supporting documentation must then be received by the Carrier within 21 days after the commencement of transit as determined above.

2.2. The Courier shall not be liable for any damage to goods or delay unless it is advised in writing within 21 days of delivery or the date specified for delivery in regard to goods not actually received.

2.3. In any event any damaged goods must be made available to the Courier for inspection.

2.4. The Courier shall not be liable for any loss or mis-delivery unless it is advised in writing by the Customer (otherwise than upon delivery of the Courier's documents) within 28 days of transit commencing and the claim is made in writing within 42 days after transit began.

2.5. The Courier shall in any event be discharged from all liability whatsoever in respect of the Consignment unless proceedings are commenced within a period of one year from the termination or transit or, in the case of loss mis-delivery or non-delivery of the whole Consignment, from the said 28 days referred to in Clause 15.4.

3 Indemnity to the Carrier

3.1. The Customer shall indemnify the Carrier against:

3.1.1. All consequences suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packaging, labelling or addressing of the Consignment or fraud;

3.1.2. All claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier under these Terms and Conditions;

3.1.3. All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Customer as such;

3.1.4. All claims made upon the Carrier by H M Customs & Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

4 Excluded goods

4.1. The Customer shall not submit for carriage and the Courier may at any time abandon the carriage of any goods of a type specified in clause 4.3 below.

4.2. If the Courier abandons goods in pursuance of clause 4.1 above he shall immediately notify the Customer of the circumstances but shall be under no liability in respect of the safe-keeping of the abandoned goods.

4.3. The following are excluded goods:

4.3.1. Explosive and inflammable articles firearms including parts of any firearms ammunition and detonators

4.3.2. Dangerous goods

4.3.3. Any article the possession of which in or the importation of which into any country from through or to which the carriage is to take place is illegal or prohibited

4.3.4. Any article prohibited as hand luggage by Airlines.

4.3.5. Any written printed or pictorial matter which is obscene blasphemous scandalous or defamatory or proscribed or prohibited

4.3.6. Human remains

4.3.7. Livestock

4.3.8. Any other item as may be specified by the Carrier from time to time.

5 Lien

5.1. The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may at its absolute discretion sell the Consignment or part thereof, as agent for the Customer and apply the proceeds towards monies due and the expenses of the retention, insurance and sale of the Consignment and shall, while accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment. Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not dispose of, the goods against monies due from the Customer in respect of the Consignment.

6 Governing Law and Jurisdiction

6.1. These Terms and Conditions and all Contracts shall be governed by and construed in accordance with the Laws in England and any proceedings in relation thereto shall be subject to the exclusive jurisdiction of the English Courts.

6.2. Should the Carrier be necessitated to institute legal action against the Customer, the Customer shall be liable for all costs incidental thereto at the highest scale allowable by the English Courts.

7 Arbitration

7.1. In the event of a dispute the contracting parties may agree to seek arbitration.