

## CONDITIONS OF CARRIAGE and/or WAREHOUSING

These Conditions shall apply to and shall be deemed to be incorporated into any Contract between CONDOR LOGISTICS LTD ("the Company") and its Customers for the carriage or warehousing of Goods. The Company is not, and does not hold itself out to be, a common carrier. In particular the Company may accept or refuse any Goods for carriage or warehousing even if it has previously agreed to ship or warehouse them and does not guarantee the sailing of any particular ship. Any Goods accepted for carriage or warehousing are accepted on this basis only and subject to these Conditions. No servant or agent of the Company is permitted to alter or vary these Conditions unless expressly authorised in writing by the Company to do so.

### 1. DEFINITIONS

In these Conditions:-

"**Consignee**" means the person to whom the Goods are to be delivered;

"**Contract**" means the Contract between the Customer and the Company;

"**Customer**" means the person who Contracts for the services of the Company;

"**Dangerous Goods**" means any Goods the carriage of which is governed by the European Agreement concerning the International Carriage Of Dangerous Goods By Road (ADR) or by the International Maritime Dangerous Goods (IMDG) Code, and also includes firearms, shotguns and any Goods which are in the opinion of the Company noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage or which, if they escaped from their packaging, would or might cause pollution of the environment or damage to human health. The expression "Goods likely to cause damage" includes Goods likely to harbour vermin or other pests, but this shall in no way limit the generality of the phrase;

"**Goods**" shall mean all items, whether in the bulk, contained in one package or container or any number of separate parcels sent in one load at one time by or for the Customer and shall include vehicles, trailers, packages or other equipment declared for shipment or warehousing together with their contents;

"**Shipper**", means the person causing the Goods to be delivered to, or made available for collection by, the Company for carriage to the Consignee.

### 2. OWNERSHIP AND AUTHORITY

The Customer warrants that he is either the owner of the Goods or is authorised by such owner to accept these Conditions on the owner's behalf.

### 3. SUB-CONTRACTING

3.1 The Company and any other carrier employed by the Company 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 other such carrier shall be provided to the Customer on request.

3.2 Unless otherwise agreed in writing by the Company, where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousepersons or others, Goods will be forwarded, carried, warehoused or otherwise dealt with only at the lowest of such rates and, where optional, no declaration of value will be made.

3.3 The Company Contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in Condition 3.1 above and such other carrier's servants and agents and every reference in these Conditions to the "Company" shall be deemed to include every such other carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Company be under no greater liability to the Customer of any other party than is the Company hereunder.

3.4 No Contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the Customer.

3.5 Notwithstanding Condition 3.3, where it is necessary for the Company to arrange for the carriage of any Goods by rail, sea, inland waterway or air such carriage is arranged by the Company as agent of the Customer and shall be subject to the Conditions of the rail, shipping, inland waterway or air carrier Contracted to carry the Goods. The Company shall be under no liability whatsoever arising in respect of such carriage, save that where the Goods are carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Goods were being carried by road unless the contrary is proved by the Company.

### 4. QUOTATIONS

Any quotations given by the Company are given on the basis that they are valid only for acceptance within the time specified in the quotation and are otherwise subject to withdrawal or revision. The Company shall be at liberty to revise quotations or charges, even after acceptance of a quotation, in the event of changes occurring in currency or exchange rates, rates of freight (other than those of the Company), insurance premiums or any charges applicable to the Goods.

### 5. EXCEPTED GOODS

Unless previously agreed in writing the Company will not accept or deal with bullion, coins, bank notes, negotiable securities, stamps, firearms, shotguns, ammunition, precious stones, jewellery, valuables, antiques, pictures, livestock, plants, household or factory removals, any substances the storage of which would require a licensing of any consent or licence or "Waste" as defined in the Environmental Protection Act 1990. Should the Customer, Shipper or any other person 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 agreed in writing, the Company shall be under no liability whatsoever for or in connection with the Goods, however arising, and the Customer shall indemnify the Company against any claims, demands, proceedings, fines, penalties, damages, costs and expenses arising out of the carriage, storage, destruction of, or other action taken in respect of such Goods.

### 6. DANGEROUS GOODS

6.1 Dangerous Goods must be disclosed by the Customer and if the Company agrees to accept them they must be identified, marked, labelled, documented and packed by the Customer in accordance with any statutory regulations for the time being in force for the carriage and/or storage of those Goods.

6.2 Dangerous Goods not complying with the requirements referred to in Condition 6.1 or, in the opinion of the Company, becoming dangerous to other Goods or property may be destroyed or otherwise disposed of or otherwise dealt with by the Company at any time without recompense or reference to the Customer and at the Customer's expense.

6.3 The Customer shall indemnify the Company against any claims, demands, proceedings, fines, penalties, damages, costs and expenses (including any loss of or damage to the carrying vehicle and to other Goods carried) arising out of the carriage, storage, destruction of, or other action taken in respect of Dangerous Goods, whether or not they were declared as Dangerous Goods by the Customer.

### 7. CONSIGNMENT NOTES

The Company will, if so requested, sign a document prepared by the Shipper acknowledging receipt of Goods but no such document constitutes evidence of the condition or of the correctness of the declared nature, quantity, quality or weight of the Goods at the time when they are received by the Company and the burden of proving the condition of the Goods on receipt by the Company and that the Goods were of the nature, quantity or weight declared shall rest with the Customer.

### 8. PACKAGING

8.1 The Customer warrants that all Goods presented for warehousing or carriage will be properly and securely packed and labelled so as to be fit for carriage by sea, and in such condition as not to cause damage or injury to the likelihood of damage to the property of the Company or to any other Goods or injury to the Company's employees or any other persons, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever. The Company shall not be liable for any loss, misdelivery or non-delivery of, or damage to, the Goods where the same has arisen from insufficient or improper packing, preparation, labelling or addressing.

8.2 The Customer warrants that, where the Goods are loaded on pallets (whether packed for carriage or when presented to the Company for packing), those pallets are sound and suitable for warehousing or carriage.

8.3 In particular, but without prejudice to the generality of Conditions 8.1 and 8.2, where the Goods have not been packed by the Company, the Company shall not be liable for and the Customer shall indemnify the Company against any loss, damage or personal injury of any kind whatsoever arising from:

8.3.1 the manner in which the Goods have been packed, stuffed or loaded;

8.3.2 any unsuitability of the Goods for carriage or warehousing in containers or trailers;

8.3.3 any unsuitability or defective condition of the container, trailer or pallets.

8.4 When the Company is Contracted to fill, pack, stuff or load a container or trailer the Customer warrants that the Goods are suitable for carriage or warehousing in the container or trailer.

### 9. LOADING AND UNLOADING

9.1 The Company shall have no obligation to provide any plant, equipment, and power or labour which may be required for loading or unloading the Goods at the point of collection or delivery unless otherwise agreed in writing.

9.2 Any special appliances required for loading or unloading the Goods will be provided by the Customer and the Company shall have no liability for any loss or damage arising as a result of the use of any plant, equipment, power or labour supplied by the Customer, Shipper or Consignee for loading or unloading the Goods.

### 10. TRANSPORT AND ROUTE

The Company shall have absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the Goods. If, in the reasonable opinion of the Company, it is at any stage necessary, or desirable in the interest of the Customer, to depart from any express instructions, the Company shall be at liberty to do so.

### 11. WAREHOUSING

11.1 The Company may warehouse the Goods at any time after they have been delivered to or collected by the Company whilst they are awaiting forwarding or delivery. The Customer shall be responsible for all warehousing charges.

11.2 Before presenting Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.

### 12. PERIOD OF RESPONSIBILITY AND DELIVERY

12.1 The Company shall only be responsible for the Goods from the time when the Company takes possession of the Goods, whether at the point of collection or at the Shipper's/Customer's premises.

12.2 The period during which the Company shall be responsible for the Goods (the "Period of Responsibility") shall (unless otherwise previously determined) end when the Goods are removed from the Company's premises by the Customer or are tendered at the place of delivery or at the Consignee's address provided that:

12.2.1 if there is no safe and adequate access to or no adequate unloading facilities at the place of delivery the Period of Responsibility shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Goods at the Company's premises has been sent to the Consignee;

12.2.2 when for any reason whatsoever Goods cannot be delivered or when Goods are held by the Company "to await order" or "to be kept until called for" or upon any like instruction and such instructions are not given, or the Goods are not called for and removed, within seven days, the Period of Responsibility shall be deemed to end after that period.

12.3 The Company shall deliver the Goods to the Consignee upon production of proper identification and shall be under no liability for wrong delivery if it can prove that it has exercised reasonable care to ascertain that the party claiming to be the Consignee is in fact that party.

12.4 Any delivery times or dates given by the Company are estimates only. The Company shall have no liability for failure to deliver the Goods by a particular time unless a guaranteed delivery time and a formula for liquidated damages have been agreed in writing in advance.

### 13. UNDELIVERED AND UNCLAIMED GOODS

13.1 The Goods shall be removed by the Customer from the Company's premises at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require removal of the Goods within 14 days from the date of such notice or, in the case of perishable Goods, within 3 days.

13.2 If the Customer has not collected them pursuant to Condition 13.1 for the Period of Responsibility has ended pursuant to Condition 12.2:

13.2.1 the Company may store the Goods before disposing of them, and the Customer shall indemnify the Company in respect of its reasonable storage charges; and at any time either

13.2.2 return the Goods to the Shipper and the Customer shall indemnify the Company in respect of its charges for doing so; or

13.2.3 sell the Goods after 14 days written notice (3 days in the case of perishable Goods) to the Customer. Payment of the net proceeds of sale after deduction of all charges and expenses arising in connection with such sale and of all outstanding charges in relation to the carriage and storage of the Goods shall be equivalent to delivery and shall (without prejudice to any claim or right which the Customer may have against the Company otherwise arising under these Conditions) discharge the Company from all liability in respect of such Goods, their carriage and storage.

13.3 A communication from any agent or correspondent of the Customer, Shipper or Consignee to the effect that the Goods cannot be delivered shall be conclusive evidence of that fact.

### 14. CHARGES, TAXES AND DUTIES, ETC.

The Customer shall be liable for any duties, taxes, imports, levies, deposits, demurrage or outlays of any kind levied by any authorities at any port or place for or in connection with the Goods and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.

### 15. PAYMENT

15.1 All sums due to the Company in connection with the Contract shall be payable by the Customer without prejudice to the Company's rights to enforce such payment against the Shipper, Consignee or any other person.

15.2 Payment shall be made in cash, or by such other method as is agreed with the Company, without deduction, immediately upon the issue of the Company's invoice and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

15.3 Interest will be payable, both before and after judgment (unless a court orders otherwise), at the rate set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998, calculated (on a daily basis) from the date of invoice until payment. Interest will be compounded on the first day of each month.

15.4 The Company is entitled to retain and be paid all brokerages, commission, allowances and any other remuneration customarily retained by or paid to carriers, shipping and forwarding agents (or freight forwarders) and insurance brokers.

### 16. GENERAL LIEN

16.1 The Company shall have a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due or owing to the Company from the Customer and shall, on 28 days notice to the Customer, be entitled to sell or otherwise dispose of such Goods or documents as agents for and at the expense of the Customer. The proceeds shall be applied in or towards satisfaction of such sums and the Company shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Goods.

16.2 When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the Goods before doing so.

### 17. MATTERS AFFECTING PERFORMANCE

If at any time performance by the Company is or appears to be affected by any hindrance, risk, delay, or difficulty whatsoever which cannot be avoided by the exercise of due diligence, the Company (whether or not the circumstances giving rise thereto existed at the time the Contract was made or the Goods received) may without notice to the Customer treat the performance of the Contract as terminated and place the Goods or any part of them at the Customer's disposal at any place or port which the Company may deem safe and convenient whereupon the responsibility of the Company in respect of such Goods shall cease.

### 18. CONTRIBUTION TO GENERAL AVERAGE

18.1 Should the Company deliver the Goods without first obtaining security for any general average contribution due in respect of the Goods, the Customer agrees to pay such contribution and to provide such cash deposit or other security for the estimated amount of the contribution as the Company shall reasonably require.

18.2 Any general average claim shall be the responsibility of the Consignee or other owner of the Goods and the Captain of the vessel on which the Goods were carried. The Customer shall indemnify the Company in respect of any claims arising, which are not settled by the Consignee.

### 19. LIABILITY FOR LOSS AND DAMAGE

19.1 Save as provided elsewhere in these Conditions, the Company shall only be responsible for any loss, mis-delivery or non-delivery of or damage to Goods if such loss, mis-delivery, non-delivery or damage occurred during the Company's Period of Responsibility and was due to the negligence or willful default of the Company, its servants or agents.

19.2 The Company shall only be liable for the consequences of any non-compliance or mis-compliance with instructions given by the Customer or any person on the Customer's behalf if the same was due to the negligence or willful default of the Company, its servants or agents.

19.3 The Company shall not be liable for loss or damage to Goods after the Company's Period of Responsibility is deemed to have ended whether or not caused, or contributed to, by any act, omission or wrong-doing on the part of the Company.

19.4 The Company shall not in any circumstances be liable in respect of Goods where there has been fraud on the part of the Customer, Shipper or Consignee or the servants or agents of the Customer, Shipper or Consignee unless the fraud has been knowingly contributed to by the Company or any servant of the Company acting in the course of his employment.

19.5 The Company shall not be liable for inherent liability to wastage in bulk or weight, latent defect, inherent defect, vice or natural deterioration of the Goods.

### 20. LIMITATION OF LIABILITY

20.1 Save as provided elsewhere in these Conditions, the liability of the Company in respect of claims for loss, mis-delivery of or damage to the Goods shall in all circumstances be limited to the lesser of (a) the value of the Goods actually lost, mis-delivered or damaged or (b) a sum calculated at the rate of £1300 per tonne on the gross weight of the Goods actually lost, mis-delivered or damaged. The Company shall be entitled to require proof of the value of the Goods.

20.2 The Company shall have no liability for any indirect or consequential loss or damage or loss of profit or market howsoever arising.

20.3 Nothing in these Conditions restricts or limits the Company's liability for death or personal injury resulting from negligence.

20.4 The Company will not arrange insurance for the Goods. Given that the Company's liability is limited under these Conditions and may not fully compensate the Customer in the event of any loss, damage or delay, it is strongly recommended that the Customer or the Consignee arrange suitable insurance.

### 21. TIME LIMITS FOR CLAIMS

21.1 The Company shall not be liable for:

21.1.1 loss, damage, mis-delivery or non-delivery of a part of the Goods unless it is advised thereof in writing on the consignment note or delivery note at the time of delivery and in writing within seven days after the termination of the Company's Period of Responsibility; or

21.1.2 loss, damage, mis-delivery or non-delivery of the whole of the Goods unless it is advised thereof in writing within twenty-one days of the termination of the Company's Period of Responsibility.

21.2 If the Customer proves that it was not reasonably possible to advise the Company or make a claim in writing within the time limit applicable and such advice or claim was given or made within a reasonable time the Company will not have the benefit of the exclusion of liability offered by Condition 21.1.

21.3 The Company shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Goods unless suit is brought within one year of the date when the Company's Period of Responsibility in respect of those Goods terminated.

### 22. INDEMNITY

22.1 The Customer shall indemnify the Company against all costs and liabilities incurred by the Company (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) by reason of fraud or any insufficient or improper packing, labelling or addressing of the Goods by the Customer or Shipper or of any error, omission, mis-statement, misrepresentation or breach of Contract by the Customer, Shipper, Consignee or other owner of the Goods or by any servant or agent of any of them.

22.2 The Customer shall indemnify the Company against all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused or arising out of the carriage of Dangerous Goods and claims made upon the Company by HM Customs and Excise in respect of dutiable Goods consigned in bond) in excess of the liability of the Company under these Conditions in respect of any loss and damage whatsoever to or in connection with the Goods, 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 Company, its servants or agents.

### 23. UNREASONABLE DETENTION

The Customer shall be liable for the cost of unreasonable detention of any vehicle, container or equipment by the Customer, Shipper, Consignee or owner of the Goods but the rights of the Company against any other person in respect thereof shall remain unaffected.

### 24. LAW

The Contract shall be governed by and construed in accordance with English Law and the Courts of England and Wales shall have jurisdiction to determine any dispute between the Company and the Customer.

### 25. GENERAL

25.1 If any legislation or convention is compulsorily applicable to any agreement to which these Conditions relate, these Conditions shall, as regards such agreement, be read subject to such legislation or convention but nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation or convention and if any part of these Conditions be repugnant to such legislation or convention to any extent such part shall be void to that extent but no further.

25.2 If any of these Conditions are unenforceable as drafted it will not affect the enforceability of any other of these Conditions and, if it would be enforceable if amended, it will be treated as so amended.