

Cargotech Limited

Standard Terms & Conditions 01/2012

In these conditions "the Company" shall mean cargotech Limited/Associated Companies or the cargotech licensee actually providing services to the Customer. "The Customer" shall mean the entity entering into the Agreement for services with the Company, save that in Condition 22 it shall, as appropriate, include the owner of the goods if he is not also the Customer. "The Cargo" shall mean any goods being transported by "The Company" for the Customer.

1. The Customer hereby warrants that it is either the owner or the authorised agent of the owner of the Cargo which is the subject matter of such transactions and is accordingly authorised to accept and so accepts these conditions on its own behalf and on behalf of all other interested parties.
2. All quotations given by the Company are subject to these conditions and are subject to revision. Quotations may be withdrawn unless accepted within 30 days of their date. Quoted prices for work which for any reason is executed more than 30 days after date of Quotation may without notice to the Customer be increased so as to take into account the increased costs of the Company (including overheads). All rates quoted are based on current shipping, exchange rates, air freight rates and fuel rates which are subject to change without notice and in the event of any such rates or charges of any nature being increased, the increased amount shall be paid by the Customer or his agent.
3. The Company enters into all contracts on the basis of these conditions for itself and as agents for all and each of its servants, agents and sub-contractors who shall be entitled to the benefit of these conditions.
4. The Company may sub-contract any part or parts of work to third parties including subsidiaries or associated companies of the Company without prior notice to the Customer. The Company may in its absolute discretion perform the work in whatever manner and by whatever means it thinks fit.
5. Transport contracts performed within the United Kingdom are carried out in accordance with the Road Haulage Association standard conditions. Contracts performed on an international basis by road are subject to the CMR Convention conditions - (Convention relative au contrat de transport international de marchandise par route). Contracts performed by sea and air are subject to the standard terms & conditions of The British International Freight Association - provided always that where any of the above referred to conditions are inconsistent with the terms and conditions of the Company the Company's conditions shall apply.
6. The Customer shall provide to the Company:-
 - 6.1 Accurate details of the Cargo, including description, dimensions and weights (this information, in the case of abnormally wide, high, long or heavy Cargo will be used in obtaining all the necessary authorisations and consents). If the centre of gravity of the Cargo is abnormally high or offset to one side the Company is to be so advised. The accurate details of the Cargo should comprise in its entirety, the complete list of the Cargo to be transported under the terms of this contract.
 - 6.2 The correct and full addresses including post/area codes of the point of collection and point of delivery.
 - 6.3 Accurate details of all matters at the point of collection and point of delivery which might affect access thereto by vehicles, to effect their loading or unloading as the case may be without prejudice to the generality of the foregoing such details shall include information as to the existence, locations, dimensions and load bearing capacity of overhead bridges, weigh bridges, cables, pipes, street furniture, road surfaces and their capacity - and any such factors that could affect the free and safe movement of the Company's vehicles.
 - 6.4 Information on whether the Cargo is hazardous or poses a risk to the environment in transportation and if so, accurate and complete details of the nature of such hazard or risk. The Customer shall also inform the Company if the Cargo is subject to any Government or legal movement restriction. The Customer shall be responsible at its own cost for packing any hazardous Cargo or Cargo posing an environmental risk in accordance with any statutory regulations in force applicable to the carriage of such goods. The Customer is liable for any additional costs or damages of the Company arising directly or indirectly from a breach of this condition including all legal costs. In the event of Company vehicle(s) suffering damage as a result of a breach of this condition, then the Customer is liable for the full cost of repair and the cost of loss of earnings during those repairs, in the event that the Company vehicle(s) cannot be repaired, then the Customer is liable for the full replacement costs.
7. The Customer shall obtain all necessary licences, consents and clearances required for the transportation of the Cargo where the same are capable of being obtained by the Customer.
8. Where the Cargo consists of dangerous goods as specified by the European Agreement on the International Carriage of Dangerous Goods by Road, 2011 edition (ADR) or radioactive material as specified by "The Radioactive Material (Road Transport) Regulations 2002 (as the same are amended from time to time), the Customer shall ensure that it and any such goods or material to be transported by the Company including (without limitation), the packaging, complies in all respects with the ADR Regulations and the Radioactive Material Regulations.
9. The precise loading date is subject to the Company obtaining, in respect of abnormal loads, route approval from all the statutory authorities and availability of police escorts.
10. Unless otherwise specified in the terms of the Quotation, the loading and offloading expenses are specifically excluded and are the responsibility of the customer. A standard allowance of two hours per vehicle during loading and two hours per vehicle during offloading is made in this respect. In the event of this period being exceeded vehicle demurrage will become payable as per the Company's supplementary charges schedule.
11. Where the Cargo requires special support for transit, such as cradles, timber wedges, steel structures or the like - they shall be provided free of any charge(s) to the Company and be immediately available at time of loading - the gross dimension of the Cargo and its supports/cradles must be taken into account when advising the Company of the dimensions - *see condition 6.1*.
12. The Company is responsible for the lashing and securing of abnormal loads onto their specialist trailers. The Customer is responsible for the lashing and securing for Cargo loaded onto standard trailers, containers or flat racks.
13. It is a condition precedent of the Company's obligation to perform the contract that the relevant road authorities are able to approve a suitable route for the passage of the loaded vehicle(s). The Company shall not be liable for any delay in the performance of the contract or for any loss or damage of whatever nature suffered by the Customer as a result thereof to the extent that such delay is caused by compliance by the Company with the instructions of the police or road authorities. Any extra costs incurred by the Company as a result of compliance with any such instructions shall be added to the Company's charges. Furthermore the Company reserves the right to charge the Customer any charge levied against the Company in respect of the provision of police escorts, where specifically excluded.
14. The Customer shall on demand pay to the Company the amount of any charge made by any Telephone, Electricity, Local Authority or any person, firm or company for the removal and reinstatement of overhead cables, telephone lines, pipes, street furniture or other obstructions necessary for the passage of the loaded vehicle.
15. 1 Unless otherwise stated in the Quotation, no provision whatsoever has been made in respect of customs clearance charges, customs duties or the prepayment of VAT. In the event of the Company being requested to arrange such payment, they will be as per the Company's supplementary charge schedule and will be due for immediate settlement prior to final delivery of the Cargo. It is the Customer's responsibility to ensure that all customs duties are paid. In the event of any irregularity the Customer will be responsible for any fines or charges levied on the Company.
- 15.2 A standard allowance of two hours per vehicle has been made for customs clearance at each border on the journey. In addition there is an allowance of two hours for customs clearance on final arrival. Where the hours allowed are exceeded, we reserve the right to invoice an hourly charge in accordance with the Company's supplementary charge schedule.
16. Time is not of the essence of the contract unless this is agreed in writing under the hand of a director of the Company. Loading and delivery dates are estimates only and not any contractual effect. The Company will not be liable for any loss or damage whether direct or consequential due to any delay in presenting vehicles for loading or discharging due to any reason, other than wilful neglect by the Company.

17. The Company will not bear any responsibility for damage, rust or deterioration caused to the Cargo by adverse weather or atmospheric conditions and the Customer is therefore advised to render all items waterproof.
18. Adverse weather - during the duration of the contract should there be adverse weather conditions or other natural hazard causing the Company's vehicles to be delayed, demurrage charges may become payable as per the Company's supplementary charges. The Company reserves the right at its sole discretion to apply demurrage charges in accordance with the Company's supplementary charges schedule.
19. The Customer is required to settle any invoice of the Company in full within 30 days of its date (unless other terms are agreed in writing) and thereafter interest shall accrue to the Company thereon at the rate as specified in the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time. No claim by the Customer shall entitle the Customer to withhold or delay payment of sums due under the contract. The Customer shall be responsible for any additional costs and expenses, legal or otherwise, incurred by the Company as a result of non payment or delayed payment of invoices. In respect of a contract involving multiple movements, the Company reserve the right to submit interim invoices, generally in accordance with the extent of the contract performed.
20. Our quotations are given in either pound sterling (£) or euro (€). The Customer will make the payment in the currency of the quotation. Where we are asked to quote in any other currency and payment is not made by the due date then the Customer shall pay to the Company any losses arising from exchange rate variations in respect of the period from the due date until the date the Company receives payment.
21. It is an express term of the contract between the parties that the Customer accepts liability for all preparatory work undertaken by the Company even in circumstances where the transport of goods is not undertaken. Thus in the event of the Customer cancelling the Contract for any reason whatsoever prior to the Company's commencement of its obligations there under, the Company shall be entitled to charge in its absolute discretion a cancellation fee not exceeding 30% of the Contract price as determined in Clause 2 hereof or otherwise as the case may be. The amount of this cancellation fee and the extent of the preparatory works undertaken by the company shall be determined by the Company in its absolute discretion, but it is intended to compensate the Company for all costs and expenses actually and reasonably incurred in connection with the work requested by the Customer. The cancellation fee shall be payable within 7 days of the Company notifying the Customer in writing of its intention to charge such a fee. The Company's rights in respect of non payment of this fee shall be identical to those in Clause 19 hereof and the charging of such a cancellation fee shall in no way prejudice the Company's rights to take action for breach of contract or any other legal remedy under the prevailing law of contract.
22. In respect of any unpaid accounts the Company shall have a general lien on all goods or property of the Customer in possession or in the custody of the Company or its agents or sub - contractors and the Company may make a warehousing charge in respect of goods retained under lien. If any invoice remains unpaid for sixty days after its date, the Company shall have power without notice to the Customer to sell any goods subject to lien by public auction or otherwise and to apply the proceeds towards the monies and charges due to the Company including the expenses and costs legal or otherwise of enforcing the lien.
23. Fraud - the Company shall not in any circumstances be liable in respect of any Cargo where there has been fraud on the part of the Customer or owner of the Cargo or the servants or agents of either in respect of Cargo unless that fraud has been contributed to by the complicity of the Company or any servant of the Company acting in the course of their employment.
24. Under no circumstances will the Company be liable in respect of any claims:
- 24.1 Unless the Customer gives the Company in writing within seven days of delivery all available particulars of the claim.
- 24.2 For any consequential economic or indirect loss (e.g. loss of profit or loss of production) howsoever arising.
- 24.3 In respect of or resulting from any faulty or insufficiently strong premises, grounds or roadways on which the Company's vehicles reasonably go.
- 24.4 in respect of or resulting from any dangerous, inflammable, radioactive, toxic, explosive, asbestos or other hazardous substances of the Customer involved in the Company's work.
- 24.5 in respect of any circumstances beyond the reasonable control of the Company (including, without limitation, act of God, any consequence of war, terrorist acts, riots, civil commotion, strikes, lock outs or labour disturbances).
- 24.6 The consignee not taking or accepting delivery of the Cargo to suit the convenience of the Customer or his clients.
25. The Customer shall indemnify the Company and keep it indemnified and hold it harmless against all losses, damages, costs or fines (including, without limitation, environmental costs and clean up costs) that may be incurred by the Company as a result of:
- 25.1 transporting the substances of the type mentioned in clause 24.4 above or any substances referred to in the ADR Regulations or the Radioactive Material Regulations.
- 25.2 complying with any environmental legislation or the requirements of any environmental agency or authority;
- 25.3 Third party claims attributable to any environmental damage or spillage during the transportation of the Cargo; and
- 25.4 The packing of the Cargo by the Customer and in particular (although without limitation) the packing of those substances mentioned in clause 24.4 above
26. Where delay arises from events contemplated by clauses 24.3, 24.4, 24.5 and 24.6 the Customer shall pay to the Company demurrage charges based on the Company's supplementary Charge Schedule.
27. The Company does not provide insurance in respect of risks to goods in transit, except limited liability CMR cover. The Customer shall arrange all risks insurance to full replacement value appropriate to the Cargo, to include the freight cost, whilst the goods are in transit.
28. Any notice to be given by one party to the other shall be in writing and sent by Registered first class post to the last notified address of the party to be served. Notices sent by first class post shall be deemed to arrive 48 hours after posting. Formal service of documents on the Company by electronic means will not be accepted.
29. The contract between the Company and the Customer including the quotation conditions and these standard conditions shall comprise the whole of the Company's obligation and no oral statement on the part of the Company's personnel shall be incorporated therein or increase or vary any written terms thereof or form a warranty or representation affecting the terms thereof.
30. If the Customer considers during the course of or resulting from the Company's work there is any act or omission which should be corrected he shall immediately give notice to the Company in writing of such acts or omissions and afford the Company a reasonable opportunity to make such corrections.
31. All contracts entered into by the Company are governed by and shall be construed in accordance with English Law and the Customer hereby submits to the non exclusive jurisdiction of the English courts.

If any of the quotation conditions or the standard conditions cause difficulty, amendments can be discussed with a Director of the Company, but this must be done prior to entering into the contract.

Cargotech Limited

Standard Terms & Conditions 01/2012