

A2B Couriers & Haulage

Terms and Conditions of Carriage

1. All and any business undertaken, including any advice or information given, or service provided whether gratuitously or not, is transacted subject to the condition hereinafter set out and each Condition shall be deemed to be incorporated in and to be a Condition of any agreement between the company and its customers.

2. In these conditions of trading (hereinafter called "the conditions") the expression "the Company" means and (unless the context precludes the same) includes the Company's servants, agents, and any person or persons carrying goods under the contract with the Company. "Customer" means any person who contracts for the service of the Company and includes the Customer's servants or agents.

3. The Company is not a common carrier and will accept goods for carriage only on these conditions.

4. No agent or person employed by or under contract with the Company has any authority to alter or vary in any way these conditions unless (previously) authorised to do so by the Company in writing.

5. If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regards such business be read as subject to such legislation and 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 and if part of these conditions be contradictory to such legislation to any extent such part all as regards such business be void and to that extent but no further.

6. Customers entering into transactions of any kind with the Company for carriage of goods expressly warrant that they are either owners or the authorised agent of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.

7. Any instructions or business accepted by the Company may in the absolute discretions of the Company be fulfilled by the Company itself or by its own servants performing part of all the relevant services, or by the Company employing or entrusting the carriage of goods to others to perform part or all the services.

8. Subject to express instructions given by the Customers, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the goods. If in the opinion of the Company it is at any stage necessary or desirable in the Customer's interest to depart from those instructions the Company shall be at liberty to do so.

9. The Company insists that all goods entrusted to the Company for carriage have been properly labelled and prepared for carriage.

10. All offers and quotations by the Company for its services are given on the basis of prompt acceptance by the Customer and shall only remain open for acceptance, for the period of seven days unless revoked, withdrawn or amended by the Company prior to such acceptance.

11. (i) All credit accounts are rendered at such periodic intervals as shall be the Company's policy from time to time and are subject to settlement within 30 (thirty) days from date of delivery of goods. Where payment is not received by that date any offer made by the Company to give credit or discount for prompt settlement will automatically be deemed to be withdrawn and the Company reserves the right to impose a surcharge on all outstanding balances at the rate of 10 percent per every 7 days. All other payments are 48 hour terms and the company reserves the right to impose a 10 percent charge and further 10 percent after every 7 days.

(ii) All sums shown to be due to the Company on its invoices sent to the Customer, shall be paid to the Company immediately when due without any deductions and payment shall not be withheld or deferred on account of any claim or counterclaim

(iii) All customers entering into transactions of any kind for carriage of goods or storage, will be subject to the minimum call out fee or storage fee (see rate card) for all cancellations with less than 24 hours notice.

12. (i) The Company shall only be responsible for any loss or damage to goods for non-delivery or mis-delivery if it is proved that the loss, damage, non-delivery or mis-delivery was due to the negligence or default of the Company.

(ii) The Company shall only be liable for non-compliance or in-compliance with instructions if it is proved that the same was caused by the negligence or default of the Company.

(iii) It shall be the responsibility of the Customer to satisfy himself that any load that he wishes to have carried by the Company, shall be suitable for conveyance in the vehicle or machine offered by the Company for the carriage of such

load. The Company will accept no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine.

(iv) Without prejudice to the generality of the foregoing, the Company can under no circumstances whatsoever, accept any responsibility for any delay to goods not due to the negligence or default of the company.

(v) Further and without prejudice to the generality of the proceeding sub condition, the Company shall, whether under sub conditions (i) or (ii) or otherwise, accept no liability whatsoever for any detention of goods or for any consequential loss, damage or deterioration, except where (a) the Customer shall have specified to the Company the nature of the goods and purpose of their transit, and the Company through its General Manager shall have agreed in writing with the Customers a time schedule and specification in respect of the transit of the said goods and (b) it shall be proved that such detention delay, loss, damage or deterioration was due to the negligence of the Company.

13. Since the Company is unable to assess the cost to a Customer of the loss or damage of any goods, in no case whatsoever shall any liability of the Company, however arising and notwithstanding any lack of explanation, exceed the value of the relevant goods or £15,000 which ever is less. If the relevant goods have any extra intrinsic value to the Customer or the Customer would suffer consequential losses in the event of their loss or damage of said goods, then the Customer is advised to insure against such risks and losses since the Company is unable to warrant that its own insurance will be applicable to such loss or damage or (if applicable) will extend to cover any sums claimed.

14. The Company shall not be liable for loss or damage to any part of any consignment of goods (whether comprising one or more packages or parcels, or for the loss or non-delivery of the whole of any consignment of goods, or for damage, delay or detention or any part thereof however caused, unless the Company is advised thereof in writing, of the fact of the loss or damage or mis-delivery (as the case may be) within 7 days of the loss damage or mis-delivery occurring and a quantified claim is made in writing within 28 days of the occurrence.

15. The Company will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods or any goods likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods, he shall be liable for any and all loss or damage caused by, or 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 by any other person in whose custody they may be at the relevant time.

16. Except under special arrangement previously made in writing, the Company will not accept or deal with bullion, coins, precious stones, jewelry, valuable antiques, livestock or plants.

17. Should any customer nevertheless (whether knowingly or unknowingly) deliver such goods to the Company or cause the Company to handle such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever in connection with the goods however arising.

18. The Company shall have a special lien on all goods for charges, and shall also have a general lien against the owner of such goods for any monies on account due from said owner to the Company. If any lien is not satisfied within a reasonable time, the Company may at its absolute discretion sell the goods concerned and apply the proceeds towards discharge of the lien and the expenses of the sale. No variation, extensions or cancellation of these conditions shall be binding upon the Company unless and until it is confirmed in writing under the hand of a Director, Secretary or other officer of the Company and for the avoidance of doubt it is declared that no person other than such Director, Secretary or officer has authority to negotiate or enter into any commitment on behalf of the Company, the effect of which would or might involve the Company in any legal liability whatsoever.

19. All agreements between the Company and its Customer shall be governed by English Law and be with the exclusive jurisdiction of the English Courts.

20. The maximum amount payable per consignment is £25,000 unless agreed in advance for high amount and the appropriate premium paid.

21. A maximum time of 15 minutes shall be permitted for the loading or unloading of goods. The Company reserves the right to charge a fee for waiting or loading and unloading times which exceed 15 minutes.