

CONDITIONS OF CONTRACT

Preliminary 1.0 This contract shall be at "limited carriers risk" pursuant to the Carriage of Goods Act 1979 ("the Act") unless the contracting parties or their agents have signed the "owners risk" endorsement on the front of this document in which case the contract will be at "owners risk". 1.1 All terms used in this contract shall have the meanings set out in the Act. 1.2 Where the conditions contained in this contract differ from the provisions of the Act then so far as the parties are able to so contract this contract prevails over any statutory provision and the parties are deemed to have contracted out of the provisions of the Act. 1.3 The terms and conditions set out here shall prevail over the terms and conditions set out in any document used by the contracting party, the owner or any other person having an interest in the goods and purporting to have a contractual effect. 1.4 In the event that the carrier authorises or instructs another carrier to carry goods for the contracting party on behalf of the carrier then such carriage will be deemed to have been carried out pursuant to the terms and conditions of this contract and this contract will prevail over the terms and conditions customarily used by the other carrier. 1.5 The Carrier shall not be bound by any agreement varying these conditions unless such agreement is in writing and signed by someone with due authority on behalf of the carrier.

Notices

2.0 Any notice to be given under this contract shall be in writing and be deemed to be received when delivered or forwarded by post to the registered office of the contracting party or to the usual or last known residence or place of business of such party.

Freight Charges and Interest

3.0 Freight shall be considered earned as soon as the goods are loaded and despatched. In the event that payment in full is not made to the carrier by the 20th of the month following carriage the contracting party shall pay interest

on outstanding monies at the rate of 1.5% per month or part thereof from the time of such carriage to the date of actual payment and for the avoidance of doubt shall continue to accrue notwithstanding judgment being obtained

3.2 The carrier may charge freight by weight, measurement or value, and may at any time re-weigh or re-value or re-measure or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.

Freight Forward

4.0 Every special instruction to the effect that charges shall be paid by the consignee shall be deemed to include a stipulation that if the consignee does not pay the said charges immediately upon delivery of the goods then the consignor will pay the said charges when called upon to do so by the Carrier.

Carriers Liability

5.0 In any case subject only to any provision of the Act which precludes the carrier from limiting or excluding its liability:

i) The carrier shall not incur any liability whatsoever for any direct indirect consequential damage or loss caused by deterioration negligence omission wilful act misdelivery non-delivery delay loss of market or by any instructions advice information or service given or provided to any person whether in respect of the goods subject to this contract or otherwise nor shall the carrier be liable for any third party claim against the carrier or the contracting

party howsoever or whensoever arising.

ii) Section 15(1) of the Act applies to limit liability where the Act precludes exclusion of liability.

Notice of Claims

6.0 The carrier shall be under no liability whatsoever unless:

i) Written notice of any claim, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss is received by the carrier within seven days of the date of despatch.

ii) An action has been commenced by the contracting party in a Court of competent jurisdiction within three months of delivery, or in the case of non-delivery within three months and seven days of the date of despatch.

6.1 The above provision replaces Sections 18, 19 and 20 of the Act which shall not apply to this contract.

Refusal of Carriage

7.0 The carrier reserves the right to refuse to carry goods for any person or to carry any type of class of goods.

Penalties, Fees, Fine and Charges 8.0 The carrier relies on the contracting party's estimation of the weight of the goods and the cubic measurement of the goods. In the event that penalties, fees or fines for exceeding road user licences or axle weights are imposed by the Police or any Court or by any Government agency on the carrier as a direct or indirect result of any misdescription by the contracting party then the contracting party will indemnify the carrier in respect of such penalties, fines or fees. 8.1 The contracting party expressly warrants that if because of a breach by the contracting party of any terms in this contract, statutory terms or regulations, loss or damage occurs to other persons or their property, the Carrier's vehicle

or vehicles, property or premises the contracting party will meet the full costs of such damage or loss.

8.2 Any expenses charges duties or tolls paid by the carrier for or on behalf of the contracting party will be forthwith refunded by the contracting party to the carrier.

Indemnity By Contracting Party 9.0 The contracting party will give all necessary instructions and information to the carrier to enable the safe and legal carriage of the goods.

9.1 In the event that this term is breached by the contracting party and loss or damage is thereby occasioned to the carrier or to any third party the contracting party will indemnify the carrier for the full amount of such damage or loss

including all incidental expenses and including the carrier's solicitor client costs.

Livestock

10.0 The Contracting party will ensure that all livestock is presented to the carrier in a fit condition to be carried. The carrier shall not be liable for death or injury or sickness caused during carriage unless occasioned directly by the default or neglect of the carrier, and then only to the extent provided in paragraphs 1, 5 and 6 hereof.