

PXA Limited. CONDITIONS OF CARRIAGE

All goods are accepted subject to these terms and conditions (**which include a limitation of our liability**) unless the agreement is varied in writing by our Director. Save as expressly provided this contract is not intended to confer any benefit on any third party.

1. DEFINITIONS

The following words shall have the meanings set out below.

"**Consignment**" means goods carried by us for you under this agreement from a single despatch address to a single delivery address.

"**Cost Price**" means the actual cost to you of the consignment excluding any element of profit.

"**Dangerous Goods**" this includes but is not limited to infective, infested, unstable or hazardous material including that not limited to explosives radioactive or corrosive substances or other substances which may cause danger to property or the health and safety of people.

"**We**" are the company within the PXA Network which has agreed with you to carry your consignment and "us" and "our" where used in these conditions shall be read in a manner consistent with this definition. Where the question of limitation of liability is concerned, such terms include our employees, agents, officers and contractors.

"**Working Day**" excludes Saturdays, Sundays and statutory public holidays in the United Kingdom or such country as a consignment is to be delivered to.

"**You**" means the person, company or firm which has requested us to carry a consignment either itself or through its servants or agents.

2. PARTIES AND SUBCONTRACTING

2.1 We undertake to use our reasonable endeavours to ensure the safe and prompt delivery of your consignment for which purpose we may employ a subcontractor on any terms. Any subcontractor and our servants and our agents are entitled to the protection of the terms of this contract including limitations on liability.

2.2 Where your consignment is carried by rail, sea, inland waterway or air we make such arrangements as your agent. During the carriage of your goods by such alternative means the applicable conditions of the relevant carrier shall apply to the agreement to carry your consignment and we shall be under no liability to you whatsoever in respect of loss or damage occurring during the carriage by rail, sea, inland waterway or air.

3. DANGEROUS GOODS

You must ensure that full declaration is made of any dangerous goods comprising all or part of any consignment you ask us to carry and a full and adequate description of the nature of such goods must be given. Such goods are carried at your risk and you will indemnify us for loss or damage caused to or by the goods even if such loss is caused by our negligence.

4. LOADING AND UNLOADING

4.1 We are under no obligation to provide any plant or machinery for purposes of unloading or loading your consignment.

4.2 If required to render assistance we do so at your risk and you will indemnify us in respect of any loss, damage or demands arising during such loading or unloading made by you or any other party whether or not caused by our negligence.

5. PACKAGING AND LABELLING

5.1 You warrant that your consignment will be properly described, marked, addressed, labelled and packaged to withstand the normal rigours of transport and we agree to carry it with proper skill and care.

5.2 When goods are delivered it is the receiver's duty to check them. In the absence of any written notification of damage or loss being entered onto the consignment note at the time of delivery it will be presumed that the consignment has been delivered intact.

6. CARRIAGE

6.1 Our responsibility for your consignment continues from the time the consignment is loaded on our vehicle until we tender the consignment (not unloaded) at the place you have requested us to deliver between the hours of 6am and 8pm on any working day.

6.2 When deliveries take place at a residential address you agree that we may leave the consignment at a neighbouring address and you undertake to obtain a signature from a person present at that address acknowledging receipt of the goods.

7. UNDELIVERED AND UNCLAIMED CONSIGNMENTS

Where for any reason we have been unable to deliver a consignment in accordance with your request, if you have not made alternative arrangements at your expense within seven days we shall inform you of our intention and shall be authorised by you to sell the consignment seven days thereafter and will do what is reasonable to obtain the value of the consignment. We shall be discharged from any and all liability in respect of the consignment and our service in relation to it upon payment to you of the proceeds net of our reasonable charges and expenses.

8. CHARGES

8.1 When not paid in advance our charges in relation to any consignment shall be payable to us on collection or receipt of each and any consignment and you shall remain primarily liable for those charges without prejudice to any claim we may have upon the consignee.

8.2 We shall be entitled to payment of our charges without withholding of payment or set-off in relation to any claim or counterclaim you may have in relation to the carriage of the consignment.

8.3 We shall be entitled to charge interest at 4% above the variable base lending rate of Barclays Bank plc on any sums invoiced but unpaid within 28 days.

8.4 Our charges are based on the gross weight of each consignment and, if such weight is greater than that declared by you on the consignment note, we shall be entitled to charge by reference to the actual gross weight of the consignment.

8.6 Deliveries to docks, wharves and container bases will be accepted at our discretion and will be subject to an additional surcharge.

8.7 A surcharge will be incurred for delivery to any consignee who requires prior booking in of deliveries. Our charges are payable at the service level applicable to the time of the delivery slot available at the consignee's premises. Where a lower service level has been requested we reserve the right to apply the charge appropriate to the service level at the time of delivery.

8.8 Where delay is caused because a consignee is unable to accept delivery or because you fail to facilitate collection at a pre-booked time we reserve the right to impose a reasonable surcharge in respect of the delay to our vehicle.

8.9 We reserve the right to charge any auxiliary charges which may be applicable to deliveries or collections such as (by way of example and not limitation) agents' costs.

8.10 We reserve the right to charge re delivery charges in the event the consignment cannot be delivered at the first attempt for reasons outside our control.

9. LIABILITY FOR LOSS AND DAMAGE

9.1 All goods are carried at owners risk or at a premium to be agreed if PXA is to insure the good. **Should PXA insurance apply the following conditions apply:**

9.2 In respect of any consignment, a delivery receipt signed by, or on behalf of the consignee shall be conclusive evidence of delivery of the consignment in good order and condition, save to the extent that any damage or discrepancy is noted on the receipt and accordingly no claims shall be brought in respect of the consignment for loss or damage not noted.

9.3 Unless we have specifically agreed to carry such consignment in writing, we shall not be liable for loss or damage howsoever caused and whether or not caused by our negligence to a consignment comprised of or including bullion, money, securities, stamps, furs, jewellery, precious metals, precious stones, glass, china, objet d'art, antiques, wines, spirits, tobacco, cigarettes, watches, living creatures, perishable goods, liquids, paints or any consignment designated in our products and services guide (a copy of which is available upon request) as "Carriage Forwards" or "Carriage Transfer". We may require you to agree an additional charge in respect of the carriage of any such items.

9.4 We shall have no liability for loss or damage howsoever arising and whether or not caused by our negligence to a consignment stated elsewhere in these conditions to be carried at your risk.

9.5 We shall not be liable for loss or damage to a consignment arising from:

9.5.1 An act of God;

9.5.2 the consequences of war, invasion, acts from an enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition or destruction of or damage to property by or under any order of government or public authority;

9.5.3 seizure or forfeiture under legal process;

9.5.4 act or omission or misstatement or misrepresentation by you or the consignee; or any other owner of the consignment or their servant or agent;

9.5.5 inherent liability to wastage or inherent defect, vice or natural deterioration of the consignment;

9.5.6 insufficient or improper packaging of the consignment;

9.5.7 insufficient or improper labelling or addressing of the consignment;

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

9.5.9 any consignee not taking or accepting delivery within a reasonable time after the consignment has been tendered.

9.6 You shall be legally responsible for the collection or recovery of any money due or accruing due from the consignee. If we agree to attempt to collect money from any consignee, whether on delivery of the consignment or otherwise, we shall make such attempt as your non-fiduciary agent and have no liability to you or anyone else for any failure (whether negligent or not) on our part to achieve collection or to account for the proceeds of collection.

9.7 All goods are carried at owners risk or at a premium to be agreed if PXA is to insure the goods.

9.8 We reserve the right to impose a maximum insured value at the time of the agreement to insure the consignment. This amount to be cost price of the consignment. For the avoidance of doubt cost price excludes a profit element in the price and/or consequential loss including loss of profit. We shall be entitled to require proof of the cost price of any consignment of part thereof damaged. In the absence of proof, we reserve the right to deduct an appropriate percentage of sales value of the consignment or part thereof damaged when calculating compensation due to you

9.8 Where appropriate we shall at our option repair rather than replace any consignment or part thereof damaged for which we are liable as set out above

TIME LIMIT FOR CLAIMS

We shall not be liable for any loss, damage or delay caused (whether or not by our negligence) to any consignment in the following circumstances:

9.9.9 We shall have no liability for loss or damage arising, whether or not caused by our negligence, in respect of: any indirect or consequential loss, loss of profit, market or reputation.

In respect of any loss, direct or indirect as a consequence of delay,

compensation shall not exceed the amount of the carriage charges in recharges in respect of the consignment or your proved loss whichever is the smaller

9.10 Where any loss, damage, misdelivery or delay to a consignment or part of the consignment has not been the subject of both if the following:

9.10.1 A written advice to us in the form of a consignment investigation request which we will provide in response to being notified of alleged loss or damage but which must be completed by you and which we must receive within twenty one days of the commencement of carriage.

9.11 In the absence of a claim being made within six months after the commencement of carriage the consignment will be conclusively presumed to have been delivered and we may destroy the consignment note and other delivery documentation.

9.12 For the purposes of these conditions a claim shall not be made unless and until we receive full supporting documentation comprising at least a completed claim form on our standard form, a commercial invoice in respect of the consignment and proof of the cost price and/or the cost of repair of the consignment.

9.13 We shall in any event be discharged of any liability howsoever arising whether or not caused by our negligence unless proceedings are issued and served upon us within nine months of the commencement of carriage.

10. INDEMNITY TO US

10.1 You shall indemnify us against:

10.1.1 all consequences suffered by us (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to any goods carried) as a result of any error, misrepresentation, breach of these conditions, fraud, insufficient or improper packaging or labelling or addressing of the consignment by you, the sender, the receiver or other owner of the consignment or part of it or by anybody (other than us) acting on your behalf or with your authority or agreement;

10.1.2 all claims or demands whatever by whomever made in excess of our liability under these conditions in respect of any loss or damage howsoever caused (and whether or not caused or contributed to by our negligence);

10.1.3 all losses suffered by and claims whatsoever made against us (whether or not caused or contributed to by our negligence) caused by or arising out of the carriage, storage or handling by us of dangerous goods (whether or not you have declared a consignment includes or comprises dangerous goods) or of paints or liquids or chemical substances (whether or not you have accurately described the consignment as containing or comprising such substances);

10.1.4 all claims made upon us (whether or not caused or contributed to by our negligence) by HM Customs & Excise in respect of dutiable goods consigned in bond (whether or not carriage has ended or been suspended) and in respect of value added tax arising in relation to any consignment or part thereof (including without limitation of liabilities for duty or value added tax in respect of any failure to export zero rated goods or to comply with any condition in relation to zero rated goods intended to be exported).

10.1.5 loss damage or expense flowing from the unreasonable detention of our vehicles, containers and sheets without prejudice to our rights against any other person in respect of the same loss damage or expense.

11. GENERAL LIEN

We have a general lien against all and any consignments, including without limitation consignments owned by you or by any person who is authorising you to agree these conditions for any and all monies whatever due to us from you. Consignments subject to such lien shall be subject to our powers of sale under clause 7 as if you had failed to make alternative arrangements as outlined in that clause.

12. CREDIT CHECKS

By making application for an account with us you understand and consent to our conducting a credit search using a credit reference agency.

13. GOVERNING LAW

These conditions and each and every contract made under these conditions shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

8.5 Where the volume of any consignment exceeds 4.245 cubic metres per metric tonne our charge shall be computed by applying the tonnage rate to each measurement of 4.245 cubic metres or part thereof.