

UK Pallets Limited

Terms and Conditions of Carriage

1. Interpretation

1.1 In these conditions all terms have the same meaning as defined in the Road Haulage Association Limited Conditions of Carriage 2009 (as amended from time to time) (the "RHA Conditions") and as defined below unless the context indicates otherwise:

"Agreement" means these conditions together with the Credit Account Application (as defined below);

"CMR Conditions of Carriage" means the Convention on the Contract for the International Carriage of Goods by Road;

"Credit Account Application" means the agreement of which these conditions form part, signed by the Carrier and the Customer and setting out amongst other things, the terms of payment that apply (as amended from time to time);

"UK Pallets website" means the website giving the Customer access to the UK Pallets Service, the URL of which is currently www.ukpallets.com. In the event the Carrier decides to or has to change this URL for any reason, the Carrier shall use reasonable endeavours to notify the Customer of this.

1.2 The headings herein are for convenience and do not affect interpretation.

1.3 References to any statute, convention or any other legislation will be interpreted as a reference to that provision from time to time as amended, extended or re-enacted.

1.4 Any reference in these conditions to an indemnity or reimbursement against liability (howsoever phrased) includes, without limitation, reimbursement for any costs, expenses (including legal expenses or other professional fees), liabilities, injuries, losses, damages, claims, demands, proceedings and judgements suffered or incurred by the indemnified party on an indemnity basis, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise.

2. Basis of Contract

2.1 The Carrier and the Customer hereby agree and acknowledge that the RHA Conditions shall apply to all domestic carriage of Consignments.

2.2 The Carrier and the Customer hereby agree and acknowledge that the CMR Conditions of Carriage shall apply to all international carriage of Consignments.

2.3 The RHA Conditions and CMR Conditions of Carriage shall apply unless expressly amended or varied herein.

3. Limitation of Liability

3.1 Any reference to a sum calculated at a rate of £1,300.00 sterling per tonne in clause 11(1) of the RHA Conditions shall be replaced by a sum calculated at a rate of £5,000.00 sterling per tonne.

3.2 Clause 11.1 of the RHA Conditions shall be subject to a minimum claim value of £150.99 comprising the Consignment.

3.3 Save as for physical loss, mis-delivery of or damage to goods comprising the Consignment which is subject to clause 11 RHA Conditions (as amended above) or CMR Conditions of Carriage (as applicable) the following provisions set out the entire financial liability of the Carrier (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of:

(a) any breach of this Agreement; and

(b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

3.4 The Carrier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to £5,000,000 sterling.

4. Payment

4.1 The Customer will pay the Carrier as set out in the Credit Account Application.

4.2 Subject always to the terms of the Credit Account Application, the Carrier may vary any rates, charges and terms for payment at any time without prior notice.

- 4.3 The Carrier may set off any amount owed to the Customer against any amounts owed to the Carrier, whether or not the Carrier has invoiced the Customer for them and whether or not they are due and payable.
- 4.4 All payments due from the Customer under this Agreement must be made without deduction whether by way of counterclaim, set-off or otherwise unless to comply with a legal requirement.
- 4.5 The Customer will notify the Carrier of any change of name, address or other circumstances that may affect the payment of any charges, at least 14 working days in advance of the date of the change.
- 4.6 The Carrier must receive any queries regarding the Carrier's invoices in writing, within 10 days of the invoice date.

6. Communications

- 6.1 All communications between the Carrier and the Customer about this Agreement must be in writing and delivered by hand, pre-paid post or fax, either to the Carrier's registered office, if to the Carrier; or to the address specified on the Credit Account Application if to the Customer; or to another address notified by either party to the other in writing.
- 6.2 Communications will be deemed to be received 3 days after posting if sent by pre-paid post; on the day of delivery if delivered by hand; if sent by fax before 4:00pm on a business day, at the time of transmission; or if sent by fax after 4:00pm on a business day on the next day of business.

7. Data Protection Act

- 7.1 The Customer consents and understands that for all Credit Account Applications, a credit search will take place using a credit reference agency. The results of the credit search may be shared with the Carrier's group companies.

8. General

- 8.1 Delivery of a Consignment to the Carrier by the Customer will be conclusive evidence of the Customer's acceptance of this Agreement.
- 8.2 These conditions and the Credit Account Application constitute the entire agreement between the Carrier and the Customer. Each party acknowledges that in entering into the Agreement it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein. This clause 8.2 shall not exclude any liability for fraud or fraudulent misrepresentation.
- 8.3 If there is any conflict between these conditions and the terms and conditions set out on any printed documents provided by the Carrier (but not being amended conditions), these conditions will prevail.
- 8.4 These conditions may be reasonably amended from time to time by the Carrier, including, without limitation by adding or deleting the carrier services or amending compensation levels. The Customer should regularly refer to the UK Pallets website to obtain a copy of the conditions which apply when the Customer sends a Consignment. The Customer's sending a Consignment with the Carrier is deemed acceptance by the Customer of the conditions as so amended from time to time.
- 8.5 If the Carrier fails, at any time while this Agreement is in force, to insist that the Carrier perform any of your obligations under this Agreement, or if the Carrier does not exercise any of its rights or remedies under this Agreement, that will not mean that the Carrier has waived such rights or remedies and will not mean that the Customer does not have to comply with those obligations. If the Carrier does waive a default by the Customer, that will not mean that the Carrier will automatically waive any subsequent default by the Customer. No waiver by the Carrier of any of these conditions and/ or Agreement shall be effective unless the Carrier expressly says that it is a waiver and the Carrier notifies the Customer in writing of this.
- 8.6 This Agreement is personal to the Customer and the Customer may not assign, license or sub-contract any of its rights or obligations under it without the Carrier's written consent.
- 8.7 This Agreement will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.
- 8.8 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes unenforceable, the validity, legality or enforceability of the other provisions will not in any way be affected or impaired
- 8.9 This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 8.10 It is not intended that this Agreement or any contract created on the basis thereof will be enforceable by any third party, except as provided under clause 2(2) of the RHA Conditions.