



Terms & Conditions

By the Conditions set out below, TRADE DISTRIBUTION LOGISTICS LIMITED (hereinafter referred to as the Company) and its servants and agents are not to be liable at all for certain losses and damage and, if they are to be liable, the amount of liability is in all circumstances limited to the amount stated. Customers are therefore advised to seek their own insurance cover in any areas in which liability and fault are not clearly accepted by the Company. 1. Any business undertaken by the Company is carried out subject to the conditions hereinafter set out, each of which shall be deemed to be incorporated in and to be a condition of any agreement whether written, oral or implied between the Company and a customer. The Company shall not be bound by any agreement, purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Company by a competent officer thereof. In the absence of any such written agreement to the contrary these conditions shall constitute the entire agreement between the Company and each of its customers. 2. The Company is not a common carrier, and will only carry documents or goods subject to these conditions which can only be altered in accordance with clause 1 above. The Company reserves the right to refuse carriage or transportation of any documents or goods for any person, firm or company and the carriage or transportation of any class of documents or goods at its absolute discretion. 3. The Company undertakes, subject to payment in accordance with rates notified to the customer from time to time to carry the customer's documents or goods between destinations agreed between the Company and the customers. The Company reserves the right to carry the customer's documents or goods by any route and procedure and by successive carriers and according to its handling, storage and transportation methods. 4. The Company will notify customers from time to time of any materials which are not accepted by the Company for carriage (and in this regard see clause 12). The Company reserves the right to inspect the documents consigned by its customers to ensure that all documents or goods are capable of carriage to the countries of destination within the standard operating procedures, customs declaration and handling methods of the Company. In making this reservation the Company does not warrant that any particular item to be carried is capable of carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried. 5. Any rates quoted by the Company for carriage are inclusive of local airport taxes but exclusive of any value added tax, duties, levies, imports, deposits or outlays incurred in respect of carriage of the customer's documents or goods. Should the customer indicate by endorsement in the "notes" or "special instructions" section on the Consignment Note that the receiver shall be liable for any customs duty the customer shall be liable for such customs duty in the event of default in payment by the receiver. The Company will not be liable for any penalties imposed or loss or damage incurred due to the customer's documents or goods being impounded by customs or similar authorities and the customer hereby indemnifies the Company against any such penalty or loss. 6. The packaging of the customer's documents or goods for transportation is the customer's responsibility including the placing of the documents or goods in any container which may be supplied to the customer by the Company. The Company accepts no responsibility for loss or damage to documents or goods caused by inadequate or inappropriate packaging. It is the sole responsibility of the customer to address adequately each consignment of documents or goods to enable effective delivery to be made. The Company shall not be liable for delay in forwarding or delivery resulting from the customer's failure to comply with its obligations in this respect. 7. The customer is liable for all losses, damages and expenses arising as a result to

comply with its obligations under this Agreement or as a result of its negligence. 8. The Company will only carry documents or goods which are the property of the customer and the customer warrants

that it is authorised to accept and is accepting these conditions not only on behalf of itself but also as agent for and on behalf of all other persons who are or may hereafter become interested in the documents or goods. The customer hereby undertakes to indemnify the Company against any damages, costs and expenses resulting from any breach of this warranty. 9. The Company is responsible for the customer's documents or goods whilst they are within its custody or control and shall be liable subject to clause 11 hereof for loss sustained by the customer due to damage to or loss of the documents or goods whilst in the Company's custody provided that such loss or damage was due to the negligence of the Company, its servants or agents. Save as aforesaid the Company shall be under no liability in respect of the documents or goods carried by it and in particular shall not be liable for consequential loss however the same shall arise. The parties agree that consequential loss shall be deemed to include without restriction commercial, financial or other direct loss including loss of interest and utility. The Company shall not be liable for any loss or damage incurred by the customer due to any delays in the carriage or delivery of documents or goods which are beyond the control of the Company. 10. The liability of the Company under these conditions shall be limited to the payment by the Company by the way of damages of a sum not exceeding £100 or its equivalent per consignment. For the purpose of establishing the amount of the Company's liability under this clause the value of a document or the goods shall be ascertained by reference to their replacement or reconstitution value at the time and place of shipment without reference to their commercial utility to the customer and other of consequential loss. 11. Any claim brought by a customer against the Company hereunder in respect of duties and liabilities must be notified by the customer to an office of the Company in writing within 14 days of the day when the documents or goods should have reached their destination. 12. The Company will not carry (in addition to those items mentioned in clause 2 hereof) dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitates, or any form of uncoined gold and silver ore bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed in blank cashier's cheques, money orders or traveller's cheques, letters, antiques, firearms, foodstuffs, jewellery, pictures, livestock or plants and in the event that any customer should consign such items with the Company the customer shall indemnify the Company for all claims, damages and expenses arising in connection therewith and the Company shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon the Company having knowledge that such items infringe these conditions. The right of inspection referred to in clause 4 shall also apply for the purposes of this cause. 13. The Company is not an air transport undertaking within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation. The Company acts as agents for its customers when consigning documents or goods with a particular airline for onward carriage, and without prejudice to its general right of subrogation hereunder. The Company shall have the right to recover compensation from any airline for loss, damage or expense incurred by any customer on behalf of that customer.