

# CONDITIONS OF CARRIAGE REVISED JANUARY 2012

Express Freight, A Division of M.B. Freight Forwarding Ltd  
Head Office  
21 Moyraverty West Road, Moyraverty, Craigavon, BT65 5HU

These Conditions contains certain additional charges and exclude and limit the liability of Express Freight in certain circumstances.

**Note: You are strongly advised to read them carefully and arrange your own insurances as necessary.**

All business is undertaken by Express Freight, A Division of M.B. Freight Forwarding Ltd ("the Company") subject solely to these conditions which may be varied only by a director of the Company in writing. In these Conditions the word "Consignment" means goods (including any packings and equipment associated therewith) in bulk or contained in one or more parcel, package or container sent at one time in one load by or for the Customer ("the Customer") from one address to one address and shall include reference to part of the consignment as necessary.

## 1. Sub-contractors and employees

The company may, except insofar as the Customer otherwise instructs in writing, sub-contract all or any part of the business. The Company contracts for itself and as agent of and trustee for its employees and sub-contractors and their employees and every reference hereinafter to "the Company" shall be deemed to include every such employee and sub-contractor with the intention that they shall have the benefit of these conditions.

## 2. Customer's Obligations

The Customer:

- Warrants that it is either the owner of the Consignment which is the subject of the contract or is authorised by such owner to accept these conditions on the owner's behalf.
- Agrees not to deduct claims or credits or set off from the Company's account nor at any time make a claim or credit or set off the reason for deferring or withholding payment of money to the Company.
- Shall be liable for the cost (calculated at an hourly rate for the Company's vehicles) to the Company of unreasonable detention of vehicles and drivers at consignees' premises or the additional cost of effecting delivery where incomplete or incorrect delivery address details (including the postcode) are supplied by the Customer.
- Agrees to indemnify and hold harmless the Company against all claims, costs and expenses incurred in consequence of non-disclosure by the Customer to the Company prior to carriage of the dangerous or hazardous nature of goods referred to in the Carriage of Dangerous Goods by Road Regulations 1996.
- Agrees to indemnify and hold harmless the Company against all claims, costs and expenses by whomsoever made in excess of the liability of the Company under these Conditions.
- Warrants that the Consignment and any parts thereof are adequately packed to resist damage to the contents thereof (where transit of the same involve transit of other goods within the same vehicle) and the normal handling of the Consignment

## 3. Loading and Unloading

- When collection and delivery takes place at the Customer's premises the Company shall not be under any obligation to provide any plant, power or labour in addition to the Company's carmen, required for loading or unloading at such premises.
- The Company shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Company it shall be at the sole risk of the Customer who shall indemnify the Company against all claims and demands whatever which could not have been made available by the Customer at destination.
- Goods requiring special appliances for unloading from the vehicle by which they are carried are accepted for carriage only on condition that such appliances are made available by the Customer at destination.
  - When the Company is, without prior arrangement in writing with the Customer, called upon to load or unload goods requiring special appliances for loading or unloading, the Company shall be under no liability whatever to the Trader for any damage whatever, however caused, arising out of such loading or unloading and the Customer shall indemnify the Company against all claims and demands whatever which could not have been made if such assistance had not been given.

## 4. Company's Responsibility for the Consignment

- Subject to the limitations and exclusions contained in this clause and these conditions generally the Company shall be liable for loss of, or damage to, a Consignment up to a maximum based on:

	UK (£)	ROI(€)
Weight per 1000 kgs	£7,500.00	€8,625.00
Max Liability per Package (30kgs)	£225.00	€258.75
per Pallet (500kgs)	£3,750.00	€4,312.50
(Note: Sets per garments)	£50.00	€57.50

This maximum liability can be uniformly increased with specific documented agreement and rates increased.

And pro rata in each case to the weight or the proportionate part of the Consignment (or the Manufacturer's cost price of the Consignment or any part if less) PROVIDED THAT the Company SHALL NOT BE LIABLE FOR THE FIRST £25 (U.K.) or 28.75 Euros (R.O.I.) OF ANY CLAIM FOR LOSS OR DAMAGE AND FURTHER PROVIDED THAT the Company SHALL NOT BE LIABLE for any amount if such loss or damage has arisen from:

- Any consequence of war, terrorism, kindred risks and civil commotion or Act of God.
  - Error, omission or misrepresentation of either the Customer or the owner of the Consignment of their respective employees or agents.
  - Insufficient or improper packing, labelling or addressing including the full and accurate postcode.
  - Marine risks (which shall be deemed to last from the time the loading of the Consignment onto the vessel commences until unloading of the consignment from the vessel is complete).
  - The Consignment containing goods of a description different to that contained in the form of agreement made between the Customer and the Company ("the Agreement").
  - The consignment being destined for a residential address.
  - The Consignment comprises livestock, bullion, money, securities, stamps, precious metals, precious stones, glass related products of a fragile, brittle or perishable nature or paint
- The Company shall not be liable for the Customer's loss of profit element contained as part of the value of the Consignment unless the Consignment cannot be replaced. The Customer shall on demand declare such profit element and in the absence of such declaration the Company may deduct 25% from the value of the Consignment.
  - The Company shall not be liable for any direct or indirect consequential loss or damage (including penalty charges) whether or not resulting from the act, neglect or default of the Company except that nothing in these conditions shall operate to exclude or limit the liability of the Company for death or personal injury arising out of its negligence.
  - The Company's inability to provide proof of delivery shall not of itself constitute an admission of liability for the loss of any Consignment by the Company; the Customer shall prove his loss of any Consignment. The Company shall not be liable for loss of or damage to any Consignment where the Consignee has acknowledged receipt of same.

- The Company shall not be liable for the loss of or any part of a Consignment to the extent that the same is subsequently found and returned to the Customer. The value of any goods returned to the Customer may be offset against the value of any claim made against the Company whether or not such returned goods are referable to any particular Consignment.
- If after delivery is unsuccessfully made due to the absence of the Consignee or the Consignee refusing delivery the Consignment is lost or damaged the Company shall not be responsible therefore.
- The Company shall not be responsible for any loss or damage to a Consignment however caused where collection has been ordered by the Customer from a collection address or addresses other than the Customer premises (commonly known as "Carriage Forwards" or "Inter Depot Collection", "IDC").
- The Company shall not be responsible for loss of goods from a pallet subject to the pallet being delivered in the manner in which it was despatched (i.e. intact).
- We will deliver to the delivery address, we are not required to deliver a consignment to an individual person.
- If we cannot determine the consignee / consignor of an outgoing or incoming item, or having identified and informed, or attempted to inform, the customer of the undelivered item, we reserve the right to sell the goods after 3 months in storage. If after the sale for a period of 3 months the customer is identified, the proceeds of sale will be returned to the customer less all reasonable costs.

## 5. Company's Charges

- Goods destined for addresses that require a booking-in for delivery are subject to a surcharge as agreed with the Customer.
- Goods collected on behalf of a Customer from an address other than the regular Collection Address ("Carriage Forwards") are subject to a surcharge as agreed with the Customer.
- All charges referred to are exclusive of VAT, which will be charged at the appropriate rate
- Charges are calculated on a rating of 120 cu. ft. per 1,000 kgs (295 kgs per cubic metre). Goods exceeding these volumes will be subject to a surcharge.
- If an attempted delivery is unsuccessful, the consignment may incur an additional charge for redelivery. After two unsuccessful delivery attempts we will request further instruction from yourselves. The consignment may then be returned, incurring an additional charge.
- Packages greater than 2m in length, or packages heavier than 30 kgs may incur a manual handling surcharge.
- Deliveries to docks, wharves and container bases are subject to a surcharge of £25 (U.K.) or 28.75 Euros (R.O.I.) per Consignment.
- Abortive Carriage Forwards collection request calls will be charged as agreed with the Customer.
- Deliveries to residential addresses are subject to a surcharge of £5.00 (U.K.) or 5.75 Euros (R.O.I.) per Consignment per attempted delivery at the Company's discretion.
- The Company reserves the right to make an administrative charge of £5.00 (U.K.) or 5.75 Euros (R.O.I.) for each verbal or electronic Proof of Delivery request and/or £5 (U.K.) or 5.75 Euros (R.O.I.) for each copy consignment note Proof of Delivery request.
- Unless otherwise agreed by the Company, Consignments handed to the Company without the gross weight being stated on the delivery document shall be charged at an estimated weight at the Company's discretion and no alteration will subsequently be allowed.
- Where a helper is required to load or unload a Consignment, the Customer will be responsible for any additional cost incurred.

## 6. Recovery of Company's Charges

- The Company shall be entitled to charge
- Interest at 5% above the base rate of Bank of Ireland calculated on a daily basis on all amounts due to the Company and outstanding beyond any agreed credit period.
  - Any costs incurred in collecting the amount outstanding whether by legal proceedings collection agencies or other costs incurred which together or separately shall be recoverable by the Company as part of the debt.
    - If the Customer fails to make payment on the due date or the contract between the Company and the Customer is terminated by either of them the Customer's credit facilities shall be deemed to be withdrawn on such date and all of Company's charges however arising for work carried out up to such date shall be due for payment in full on such date.

## 7. Time Limit of Claims

- The claims department must be notified of the potential claim for
  - loss, within 20 working days of despatch,
  - damage, within 5 working days of goods receipt (or refusal) A POD docket signed "damaged" or similar, will not act as formal notification to the company.
- All claims are to be completed on the company's paperwork with the appropriate documentation attached and must be submitted within 30 days after the commencement of transit.

## 8. Company's Lien

- The Company shall have a general lien on any Consignment or any part thereof for its charges which either relate to that Consignment or any other Consignment for any monies due to the Company however arising. If the monies due are not paid within 14 days from the Company exercising its lien, the Company may sell the Consignment or part thereof and apply the proceeds towards the monies due and the expenses of sale.
- The Company shall not be under any obligation to give advance notice of its intention to exercise the rights under the general lien.

## 9. Clauses Signatures

The endorsement of the words "not checked" or "unexamined" (or different words of the same effect) on a delivery note shall not render the Company liable for any shortage or damage subsequently discovered.

## 10. Severability

If any clause or sub-clause of these terms and conditions shall be found to be unenforceable by any Court of Law the remaining terms and conditions shall remain in full force and effect with any necessary consequential variations thereto.

## 11. Governing Law and Jurisdiction

All business transacted is subject to the company's Conditions of Carriage. The only exception is when a consignment is being carried under CMR conditions, with the appropriate CMR documentation, then CMR conditions apply.

## TERMS OF TRADING

- All business transacted is subject to the company's Conditions of Carriage. The only exception is when a consignment is being carried under CMR conditions, with the appropriate CMR documentation, then CMR conditions apply.
- The Agreement is based on the Traffic profile supplied by the Customer; the Company reserves the right to re-negotiate its charges if the level of business fails or there is material difference between the traffic profile supplied by the Customer and actual Trading.
- The Company's charges as contained in the agreement may be subject to alteration in the event of increases in the Company's costs (eg through Government Legislation or increases in the price of fuel) whether such increases are unforeseeable or otherwise.

- All invoices are strictly nett and are due for payment by the end of the month after date of invoice, i.e. January Invoices payable by end of February
- Invoice queries must be notified to the Company's Head Office address within 14 days from the date of invoice.
- If the applicant is a Limited Company the quotation must be signed by a director or the Company Secretary or other authorised person.
- If no business is transacted between the Company and the Customer for a period of four months the customer's credit facilities may be withdrawn.
- This agreement supersedes all previous agreements.