

CONDITIONS OF CARRIAGE REVISED MAY 2018

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 packing's 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, subcontract 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 subcontractor

With the intention that they shall have the benefit of these conditions.

2. Customer's Obligations

The Customer:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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

- I. 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.
- II. 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.
- III. (a) 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.
(b) 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

- I. 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 31.75 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:

- (a) Any consequence of war, terrorism, kindred risks and civil commotion or Act of God.
- (b) Error, omission or misrepresentation of either the Customer or the owner of the Consignment of their respective employees or agents.
- (c) Insufficient or improper packing, labelling or addressing including the full and accurate postcode.
- (d) 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).
- (e) 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").
- (f) The consignment being destined for a residential address.
- (g) The Consignment comprises livestock, bullion, money, securities, stamps, precious metals, precious stones, glass related products of a fragile, brittle or perishable nature or paint or liquids of any kind.
- II. 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 will deduct 33 1/3% from the value of the Consignment.
- III. 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.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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").
- VIII. 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).

IX. We will deliver to the delivery address, we are not required to deliver a consignment to an individual person.

X. 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

- (a) Goods destined for addresses that require a booking-in for delivery are subject to a surcharge as agreed with the Customer.
- (b) 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.
- (c) All charges referred to are exclusive of VAT, which will be charged at the appropriate rate
- (d) 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.
- (e) 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.
- (f) Packages greater than 1m in length, or packages heavier than 30 kgs will incur a manual handling surcharge of £18 or €20.70.
- (g) Deliveries to docks, wharves and container bases are subject to a surcharge of £25 (U.K.) or 31.75 Euros (R.O.I.) per Consignment.
- (h) Abortive Carriage Forwards collection request calls will be charged as agreed with the Customer.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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

- (a) The Company shall be entitled to charge
 - I. 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.
 - II. 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.
- (b) 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

- I. The Company shall not be liable for the loss of any entire Consignment unless a claim is made in writing and received by the Company within 20 calendar days after the commencement of the transit.
- II. The Company shall not be liable for damage to or loss from any part of the consignment unless the claim is made in writing and received by the company within 7 calendar days after commencement of the transit.
- III. The Company shall not be liable for any claim against a consignment or part thereof where the Company's completed claim form is not returned within 30 days of commencement of transit. All claim forms must be faxed or emailed to the company to validate date of receipt.

8. Company's Lien

- (a) The Company shall have a general lien on any Consignment or any part thereof for its charges which either relate to 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.

- (b) The Company shall not be under any obligation to give advance notice of its intention to exercise the rights under the general lien.

9. Claused Signatures

- (1) 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.
- (2) The company shall not be liable for any loss, shortage or damage to a consignment where this is not clearly reflected on the delivery note. Any claims for loss/shortage/damage reported after the delivery has been completed and signed for will be rejected.

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.

12. Data Protection

- (1) The Carrier acknowledges that the Customer is the data controller in respect of any personal data that The Carrier processes in the course of providing Services to the Customer and that The Carrier is the data processor, or where the Customer is a Data Processor, The Carrier is a sub-processor.
- (2) The Carrier shall only process personal data under the Contract in accordance with the reasonable written instructions of the Customer and in accordance with The Carrier's Privacy Statement (available on request) and applicable Data Protection Legislation, including in particular:
 - (a) the adoption of appropriate technical and organisational measures against accidental disclosure, loss or destruction of personal data;
 - (b) informing the Customer without delay in the event of unauthorised disclosure, loss or destruction of any personal data processed under this Contract ("Security Incident") which comes to The Carrier's attention. Unless required by law or other obligation, The Carrier agrees that it will not communicate with any third party including but not limited to the media, vendors, consumers and affected individuals regarding any Security Incident without the consent and direction of the Customer;
 - (c) referring to the Customer any requests, notices or other communication from data subjects, the Office of the Data Protection Commissioner or any other law enforcement agency relating to personal data for Customer to resolve;
 - (d) ensuring that The Carrier personnel processing personal data under the Contract are under an obligation of confidentiality at the cost of the Customer, The Carrier will make available reasonable information necessary to demonstrate compliance with this clause, which shall include, once per calendar year on giving 28 days' notice, the right for the Customer to conduct a reasonable audit of The Carrier to satisfy the Customer that The Carrier is in compliance with this clause. Where any instances of non-compliance are confirmed, the Customer's sole remedy shall be to request The Carrier to remediate such non-compliance within a reasonable timeframe.
 - (e) Where requested to do so in writing, and at the cost of the Customer, The Carrier will make available such information and assistance as are reasonably necessary to the Customer to comply with its obligations to:
 - o respond to requests for exercising the data subject's rights
 - o report personal data breaches
 - o conduct Data Protection Impact Assessments and Prior Consultation with Data Protection Authorities.
- (3) Customer acknowledges that The Carrier shall transfer personal data to third party sub-contractors to whom disclosure is reasonably necessary in order for The Carrier to carry out the Services and hereby provides its general authorisation to such transfers. The Carrier will ensure that any such third party has the same data protection obligations as set out in this clause 12 imposed on it by way of a contract or other legally binding agreement. The Carrier shall inform the Customer periodically of intended changes concerning the use of such processors. Customer further agrees that The Carrier shall transfer personal data disclosed pursuant to the Contract to such sub-contractors

based outside the European Economic Area but only where adequate safeguards are put in place by The Carrier or such sub-contractors to protect such personal data as required under Data Protection Legislation.

- (4) Without prejudice to any other provision of this Contract relating to termination, on termination of this Contract, The Carrier shall, on written instructions from the Customer and at its cost, either delete or return all personal data processed as part of the Contract to Customer unless The Carrier is subject to an overriding legal, regulatory or other requirement to retain such personal data.
- (5) For the purposes of clause 12.2 acceptance of these Terms & Conditions by usage of the services of The Carrier shall constitute a written instruction by Customer to The Carrier to carry out such processing of personal data as is required in order to provide the services specified therein.
- (6) The terms 'processing', 'personal data', 'data processor' and 'data controller' shall be as defined in the EU General Data Protection Regulation 679/2016, all as amended, modified, consolidated or re-enacted from time to time.

Terms of Trading

1. 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.
2. 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.
3. The Company's charges as contained in the agreement may be subject to alteration in the event of increases in the Company's costs (e.g. through Government Legislation or increases in the price of fuel) whether such increases are unforeseeable or otherwise.
4. 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
5. Invoice queries must be notified to the Company's Head Office address within 14 days from the date of invoice.
6. If the applicant is a Limited Company the quotation must be signed by a director or the Company Secretary or other authorised person.
7. 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.
8. This agreement supersedes all previous agreements.