

Audgra Ltd accepts goods for carriage and other services subject to the Standard Terms and Conditions set out below (these "Conditions"). No agent or employee of the Company is permitted to alter or vary these Conditions in any way unless he is expressly authorised to do so by an Executive Director of the Company.

## 1. DEFINITIONS

In these Conditions:

- 1.1 "Customer" shall mean the person, firm or company that enters into a contract of carriage or other services with the Company.
- 1.2 "Contract" shall mean the contract of carriage or other services between the Customer and the Company which shall be deemed to be incorporated into these Conditions.
- 1.3 "Agent" shall mean a person who acts on another's behalf.
- 1.4 "Consignment" shall mean goods contained in one Parcel or any number of separate Parcels or goods on a pallet or any number of pallets sent at one time in one load by or for the same Customer from one address or to one address.
- 1.5 "Parcels" shall mean anything under 31kgs in weight and having dimensions of less than 2.7m girth, 1.0m in length.
- 1.6 "Pallet" shall mean any item weighing in excess of 99kg, or item or items placed on a wooden or plastic board, containing either goods in bulk or any number of small containers with a maximum weight of 1000kgs.
- 1.7 "Freight Parcel" shall mean any non-palletised item weighing between 31kgs and 99kgs or having dimensions in excess of 2.7m girth, 1.0m in length.
- 1.8 "Neighbour" shall mean a person who lives in a Residential Property within 50 metres walking distance of the delivery address.
- 1.9 "Residential Property" shall mean a property that is normally a private dwelling house and is not a business premises
- 1.10 "Dangerous Goods" means goods included in the list of Dangerous Goods as defined in the Carriage of Dangerous Goods & Use of Transportable Pressure Equipment Regulations 2007, the Chemicals (Hazard Information and Packaging for Supply) Regulations 2002, the Classification and Labelling of Explosives Regulations 1983 (as amended), including any other relevant legislation or regulations together with any amendments there to, or means goods which present a comparable hazard.
- 1.11 "Special Services" shall mean services tailored to the customer's individual requirements."

## 2. GENERAL

- 2.1 The Company agrees, subject to the Customer's observance at all times of these Conditions, to carry Consignments agreed upon by the Company and the Customer, or to store goods in a building occupied by the Company, or to provide other services as agreed upon by the Company and the Customer.
- 2.2 The Company is not a common carrier and will accept goods for carriage only on these Conditions.
- 2.3 These Conditions shall solely apply to any agreement between the Company and the Customer relating to carriage or other services and the Customer shall be deemed to have notice of these Conditions if and as soon as he places an order with, or accepts a tender, from the Company for the carriage of goods or other services.
- 2.4 The Company reserves the right, at its discretion, to inspect all Consignments to ensure that such Consignments are compatible with the Company's network and are capable of carriage to the country of destination within the Company's standard procedures, customs, declarations and handling methods and in compliance with all laws.

### 3. PARTIES AND SUB-CONTRACTING

- 3.1 Where the Customer is not the owner of some or all of the goods stored or carried he shall be deemed for all purposes to be the Agent of the owner or owners and that if any other person has an interest in the goods the Customer is acting as his fully authorised Agent also.
- 3.2 The Company may employ any other carrier or warehouseman to fulfil the Contract. Any such carrier shall have the power to sub-contract and these Conditions shall apply to such carriers on like terms.

### 4. GOODS NOT ACCEPTED FOR CARRIAGE OR STORAGE

The Company shall not accept any of the following goods for carriage or storage unless an executive Director of the Company has notified the Customer in writing that they are accepted, and unless such notice has been given in writing no liability whatsoever, including losses arising from negligent acts of the Company, shall arise in respect of them to the Customer:

- 4.1 Dangerous goods, hazardous goods, flammable goods or
- 4.2 Firearms, tobacco products, works of art, jewellery, cash, glass, negotiable instruments (including cheques and any vouchers with a face value), precious metals, antiques, furs or any other valuables, wines, beer, spirits living or dead animals, fish, birds or any other living organism of any type, frozen or perishable food, or
- 4.3 Any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried.

### 5. CUSTOMER WARRANTY

- 5.1 The Customer warrants that all goods have been properly and sufficiently packaged and labelled and that the labelling shall include the full postcode for both the consignor and consignee.
- 5.2 The Customer irrevocably warrants that all plant, power or labour, other than the Company's driver, is available for loading and unloading any Consignment at any collection or delivery point specified by the Customer sender or receiver, and the Customer will be liable for and indemnify the Company for any loss, damage or liability arising from a breach of this warranty in accordance with Clause 13 should it not be fulfilled.

### 6. CONSIGNMENT NOTES

The Company shall, if so required, sign a document prepared by the consignor, acknowledging receipt of the Consignment or goods for other services, but no such document shall be evidence of the condition or correctness of a declared nature, quantity or weight of the Consignment at the time it is received by the Company.

### 7. TRANSIT AND UNCLAIMED GOODS AND UNDELIVERED GOODS

- 7.1 Transit shall commence when the Consignment is handed to the Company whether at the point of collection or at the Company's premises. The Company is entitled to convey goods by any means of conveyance and by any route whatsoever.

- 7.2 Subject to Clause 7.5, transit shall (unless otherwise previously determined) end when the Consignment is offered for delivery at the usual place of delivery at the consignee's address within the customary delivery hours of the district; PROVIDED THAT, when for any other reason whatsoever a Consignment is held by the Company "to await order" or "to be kept until called for" or upon any like instructions and such instructions are not given, or the Consignment is not called for and removed within a reasonable time, then transit shall be deemed to end. The Company shall store such Consignment subject to all goods being solely at the Customer's risk and subject to disposal in accordance with Clause 15.
- 7.3 Subject to Clause 7.5, where, for any reason whatsoever the Company is unable to convey the Consignment to the address to which it is consigned, or to affect delivery at the said address:
- 7.3.1 the Company shall endeavour to communicate with the Customer and request a new address to which the Consignment can be delivered in the country in which the Consignment is then lying;
- 7.3.2 if the Company is unable to communicate with the Customer within a reasonable time, or if it is not provided with a new address for delivery by the Customer within a reasonable time, the Company shall be at liberty to deal with the goods in accordance with Clause 15. Prior to any disposal or destruction in accordance with Clause 15 the goods shall be held solely at the risk of the Customer.
- 7.4 The decision as to what constitutes a reasonable time under Clause 7.5 to be entirely at the discretion of the Company. Unless the Customer notifies the Company in writing otherwise and such notice is formally acknowledged in writing by the Company, the Company shall be entitled to deliver the Consignment to a Neighbour of the consignee within the customary delivery hours of the district and, for the purposes of Clause 7.2, transit shall be deemed to have ended at the time of delivery to such neighbour.
- 7.5 Any timescales for delivery given by the Company are estimates only and, if the Company is unable for any reason to fulfil any delivery within any specified time, the Company shall not be deemed to be in breach of the Contract or have any liability to the Customer.

## 8. PAYMENT AND PRICING

- 8.1 The Company's charges for carriage and other services shall be payable by the Customer; however, the Company shall also have the right to demand and obtain payment from the sender or the consignee, if different from the Customer, or from any other person who may be liable to pay the charges.
- 8.2 Payment of the company's charges is due no later than the date specified on the company's invoice/statement or such other period as may be expressly agreed with the Customer in writing. If any payment under the Contract is overdue, then without prejudice to the Company's other rights and remedies, the Customer shall pay interest on the overdue amount (whether before or after judgment) at the statutory rate of interest payable on late payments from time to time, such interest to accrue on a daily basis, from the due date for payment until payment is made in full.
- 8.3 Except when the quotation states otherwise, in all quotations based on a weight rate, that weight shall be gross weight.
- 8.4 A claim or counterclaim by the Customer shall not be made the reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the Company.

- 8.5 The Company shall be entitled at any time and from time to time to increase the Company's charges for carriage or other services by giving to the Customer notice to accord with increases in relevant costs of the Company's business such as, but not limited to, fuel, licence fees, labour.
- 8.6 All amounts payable by the Customer are subject to Value Added Tax at the current rate.
- 8.7 In the event that the Company pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Customer's goods:
- 8.7.1 the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent;
  - 8.7.2 whether or not delivery of the goods is made to the address to which they are consigned, immediately upon receipt of the Company's duty invoice in respect of such duty and/or tax and/or levy the Customer shall settle such duty invoice in full;
  - 8.7.3 in the event of any Customer failing to comply strictly with Sub-Clause 8.7.2 above, the Company shall be at full liberty to deal with the goods in accordance with Clause 15.
- 8.8 If the goods are not ready for collection by the Company at the place and time agreed the Company will make a charge of €50 for "Nothing to Collect".

## 9. LIABILITY FOR LOSS AND DAMAGE

Subject to the provisions of this clause and of clauses 4, 10, 11 and 12, the Company shall be liable for any physical loss of, or physical damage to, goods during transit as defined in Clause 7, and storage other than storage under clause 7.3.2, except to the extent that such loss or damage has arisen from or consists of:

- 9.1 the Customer or consignee not taking or accepting delivery within a reasonable time;
- 9.2 insufficient or improper packing, labelling or addressing, including incorrect or missing postcode information;
- 9.3 damage or breakage of articles of, or for that part of any articles that comprises of china, glass, porcelain, earthenware or other similar materials;
- 9.4 consignments containing any form of liquid;
- 9.5 act or omission of the Customer or owner of the goods or of the servants or agents of either;
- 9.6 inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear, depreciation, moths, vermin, or the effect of any process of cleaning, dyeing or restoring any article;
- 9.7 Act of God.
- 9.8 seizure under legal process.
  - 9.8.1 any consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority, riots, civil commotion, lockouts, general or partial stoppage or restraint of labour from whatever cause, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionising radiations or contamination by radioactivity.
- 9.9 PROVIDED THAT the Company shall not be under any liability of any kind for a Consignment or other goods:

- 9.9.1 where there has been fraud by the Customer or the owner of the goods or the servants or agents of either; or
- 9.9.2 for the avoidance of doubt, where the Consignment was not in transit (as defined in Clause 7) at the time of the loss.

## 10. LIMITATION AND EXCLUSION OF LIABILITY

- 10.1 Subject to Clauses 4, 9, 11, 12 and 13 here of, the Company's liability (whether in contract, tort, and negligence or otherwise) for the loss of or damage to any goods shall be limited to the lesser of:
  - 10.1.1 International Services:
    - a) If carriage by road, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) May 1956 Geneva and Protocol of July 5th 1978 Geneva, apply, or;
    - b) If carriage by air, up to €100 per Consignment, unless the Warsaw Convention of 1929 as amended by the Protocol signed in the Hague on September 28th 1955, operates.
  - 10.1.2 For goods held in storage or for other services the Company's liability shall not exceed a total €0.10 per kilo gross weight lost or damaged, with a maximum liability of €100. If no weight is declared then our maximum liability will be equal to €100.
  - 10.1.3 The replacement cost of lost or damaged goods, or
  - 10.1.4 The repair cost of the damaged goods. Whether such loss or damage was due to the fault or negligence of the Company or otherwise, the Company shall be entitled to require proof of value of goods lost or damaged.
- 10.2 Notwithstanding Sub-Clause 10.1 above, the Company shall, in no circumstances whatsoever, (unless required under CMR or Warsaw Convention), including negligence, nuisance, breach of contract or non-performance by the Company, be liable to the Customer for:
  - 10.2.1 any indirect or consequential loss or damage of any kind (including, without limitation, loss of business and loss of goodwill), or for any loss of profits or interest cost and for the avoidance of doubt, the cost of recompiling the information contained on the goods.

## 11. CLAIMS FOR COMPENSATION

The Customer must notify the Company of any loss or damage giving rise to a claim within 14 days of the date of despatch of such loss or damage and confirm it by notice in writing within 28 days of the date of despatch otherwise than on a delivery receipt. If the Customer fails to do so, the Company shall not be liable for any loss or damage, save and except where the Customer proves that:

- 11.1 it was not reasonably possible for the Customer to advise the Company or make such claim in writing within the time limit applicable; and
- 11.2 such advice or claim was made within a reasonable time; the Company shall not have the benefit of exclusion of liability afforded by this clause. In the event of a claim for damage, the Customer/Consignor/Consignee must ensure that the Consignment and its packaging are held for inspection at the delivery point.
- 11.3 Labour is excluded from repairs.

## 12. CUSTOMERS' INDEMNITY

The Customer shall indemnify the Company against:

- 12.1 losses suffered by the Company arising from any negligent act, negligent omission, negligent misdirection or negligent misstatement by the Customer, consignor or consignee, its servants or agents;
- 12.2 claims of any nature for loss or damage resulting from the carriage of Dangerous Goods;
- 12.3 claims and demands of any nature in respect of loss of or damage to the goods made by the Customer and/or any third party additional to or in excess of the limits of liability of the Company set out in these Conditions;
- 12.4 any claims made or penalties imposed by the Customs in respect of dutiable goods;
- 12.5 claims and demands made by any third party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Conditions.

## 13. EXTENSION OF PROTECTION TO EMPLOYEES AND AGENTS

The Customer acknowledges and agrees that the provisions of Clauses 4, 9, 10, 11, 12, 13 and 15 shall extend to protect and indemnify the employees and agents of the Company and that such provisions have been entered into and shall be enforceable by the Company for itself and as trustee or agent for such employees and agents.

## 14. LIEN AND DISPOSAL OF GOODS

- 14.1 The Company shall have a lien on all goods carried for the Customer for any amount due to the Company whether pursuant to the Contract or otherwise and for the cost of recovering the same.
- 14.2 If the amounts owing to the Company in respect of which it has a lien are not satisfied within a reasonable time of the commencement of transit as defined in Clause 7, the Company shall be at full liberty to:
  - 14.2.1 sell the goods either privately or by auction and to apply the proceeds of any such sale in or towards any monies owing to it and the expense of the sale and shall account to the Customer for the balance remaining if any; or
  - 14.2.2 destroy the goods if any sale under sub-clause 14.2.1 is impractical in the opinion of the Company due to the value or saleability of the goods in question, or otherwise; and such sale or destruction as the case may be shall be a full discharge of any liability of the Company in respect of the goods

## 15. UNREASONABLE DETENTION

The Customer shall be liable to the Company for the costs incurred by the Company by reason of the Customer's unreasonable detention of vehicles, containers, sheets, pallets and like equipment, but the Company's rights against any other person shall remain unaffected.

## 16. PROOF OF DELIVERY

The Consignee/Receiver shall, if so required, sign required form as proof of delivery of the Consignment.

## 17. PERFORMANCE

The Company shall be relieved of its obligation to perform the Contract to the extent that performance thereof is prevented or delayed by fire, severe weather conditions, industrial dispute, labour disturbance, delay by any government or public or local authority, including the customs of any country where the goods are carried and other causes beyond the reasonable control of the Company and for the avoidance of any doubt the Company's charges shall be payable in full in such circumstances, without prejudice to the Company's rights at common law to treat the Contract as frustrated.

## 18. SEVERABILITY

If any of these Conditions or any part is held to be invalid for any purpose, it shall for that purpose be deemed to have been omitted, but shall not prejudice the effectiveness of the rest of these Conditions.

## 19. INTERPRETATION AND JURISDICTION

The Contract and these Conditions shall in all respects be subject to and construed in accordance with English Law and the parties to the Contract hereby submit to the exclusive jurisdiction of the Courts of England and Wales. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.