

DJX Transport Limited
General Conditions of Carriage
1st September 2016

DEFINITIONS

In these conditions "the Company" means **DJX Transport Limited**

"Customer" means any person at whose request or on whose behalf the Company undertakes any business provides advice, information or services.

GENERAL CONDITIONS

1. All and any business undertaken, including the advice information or service provided whether gratuitously or not by **DJX Transport Limited** (hereinafter called "the Company") is transacted subject to the conditions hereinafter set out. All other terms and conditions are hereby excluded. Should the Customer wish to contract with the Company otherwise than subject to these conditions special arrangements can be made and revised prices quoted providing that such arrangements shall only apply if reduced to writing and signed by the director or the secretary of the Company. Save as aforesaid no agent or employee of the Company has the Company's authority to waive or vary these conditions.
2. If any legislation is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these conditions shall be repugnant to such legislation to any extent such a part shall as regards such business be overridden to that extent and no further.
3. The Customer warrants that he is either the owner of the goods in any consignment or is authorised by such owner to accept these conditions not only for himself but also on such owner's behalf

PARTIES AND SUB-CONTRACTORS

4. (a) The Company and any other Third Party employed by the Company may employ the services of any other Third Party for the purpose of fulfilling the Contract in whole or in part and the name of every other such Third Party shall be provided to the Customer upon request.
- (b) The Company contracts for itself and as agents of and trustee for its servants and agents and all other Third Parties referred to in (a) above and such other Third Party's servants and agents and every reference in Condition 5-26 inclusive hereof "the Company" shall be deemed to include every other such Third Party, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Company be under no greater liability to the Customer or any other party than is the Company hereunder.
- (c) Notwithstanding Condition 4(b) the carriage of goods in any Consignment by rail, sea, inland waterway or air is arranged by the Company as agent of the

Customer and shall be subject to the Conditions of the rail, shipping, inland waterway or air carrier contracted to carry the goods. The Company shall be under no liability whatever to whomsoever and however arising in respect of such carriage.

DANGEROUS GOODS

5. Dangerous Goods must be disclosed by the Customer in writing prior to the commencement of transit and if the Company agrees to accept them for carriage they must be classified, packed and labelled in accordance with the statutory regulations for the carriage by road of the substance declared. Transport Emergency Cards (Tremcards) or information in writing in the manner required by the relevant statutory provisions must be provided by the Customer in respect of each substance and must accompany the Consignment.

LOADING AND UNLOADING

6. Unless the Company has agreed in writing to the contrary with the Customer:
- (a) The Company shall not be under any obligation to provide any plant, power or labour other than that carried by the vehicle, required for loading or unloading the Consignment.
 - (b) The Customer warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf.
 - (c) The Company shall be under no liability whatever to the Customer for any damage whatever, however caused, if the Company is instructed to load or unload goods requiring special appliances which, in breach of the warranty in (b) above, have not been provided by the Customer or on the Customer's behalf.

CONSIGNMENT NOTES

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

TRANSIT

8. (a) Transit shall commence when the Company takes possession of the Consignment whether at the point of collection or at the Company's premises.
- (b) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district.

Provided that:

- (i) if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Company's premises has been sent to the Consignee; and

- (ii) when for any other reason whatever a consignment cannot be delivered or when a Consignment is held by the Company "to await order" or "to be kept till 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.

UNDELIVERED GOODS OR UNCLAIMED GOODS

9. Where the Company is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 8(b) hereof transit is deemed to be at an end, the Carrier may sell the goods and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the goods shall (without prejudice to any claim or right which the Customer may have against the Company otherwise arising under these Conditions) discharge the Company from all liability in respect of such goods, their carriage and storage.

Provided that:

- (a) the Company shall do what is reasonable to obtain the value of the Consignment and
- (b) the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Company shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from giving such notice, the goods are taken away or instructions are given for their disposal.

THE Customer

10. The Customer warrants:
- (a) that the description and particulars of any goods furnished by or on behalf of the Customer are full and accurate.
 - (b) that all goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.
 - (c) that where the Company receive the goods from the Customer already stowed in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of goods by land, sea or air (each hereafter individually referred to as "the transport unit"), the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein or thereon.
11. Should the Customer deliver to the Company or cause the Company to deal with or handle goods of a dangerous or damaging nature, or goods likely to harbour or encourage vermin or other pests, or goods liable to taint or affect other goods, he shall be liable for all loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such manner as the

Company or any other person in whose custody they may be at any relevant time shall think fit.

12. The Customer undertakes that no claim shall be made against any Director, Servant, or Employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof
13. The Customer shall save harmless and keep the Company indemnified from and against:
 - (a) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer, and
 - (b) Without derogation from Sub-Clause (a) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and
 - (c) All claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company its Servants, Sub-Contractors or Agents, and
 - (d) Any claims of a General Average nature which may be made on the Company.
 - (e) All consequences suffered by the Company (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, mis-statement or mis-representation by the Customer or other owner of the goods or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the goods or fraud as in Condition 19;
 - (f) All claims made upon the Carrier by HM Customs & Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.
14.
 - (a) The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off
 - (b) In respect of all sums which are overdue the Customer shall be liable to pay to the Company interest calculated at 8% above the Bank of England Base Rate.
15. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

16. Where liability for General Average arises in connection with the goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

LIABILITY AND LIMITATION

17. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
18. The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:
- (a) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
 - (b) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence;
 - (c) the Company shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner of the goods or the servants or agents of either in respect of that Consignment, unless the fraud has been contributed by the complicity of the Company or of any servant of the Company acting in the course of his employment.
19. (a) Subject to Clause 2 above and Sub-Clause (d) below the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall be limited to
- (i) in the case of claims for loss or damage
 - (a) the value of any goods lost or damage to goods, or
 - (b) £1300 per tonne of the gross weight of any goods lost or damaged whichever shall be the least.
 - (ii) in the case of all other claims
 - (a) the value of any goods the subject of the relevant transaction between the Company and its Customer, or
 - (b) £1300 per tonne of the gross weight of the goods the subject of the said transaction in respect of any one transaction whichever shall be the least.
- (b) Subject to Clause 2 above, and Sub-Clause (d) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of goods in a reasonable time or to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction,
- (c) Save in respect of such loss or damage as is referred to at Sub-Clause (b) and subject to Clause 2 above and Sub Clause (d) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as **(but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.**

- (d) **The Company will not accept any liability in relation to customer fines or charges resulting from a delayed delivery.**
- (e) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Sub-Clauses (a) to (c) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

TIME LIMIT FOR CLAIMS

- 20. (a) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 7 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this Time Limit and that he has made the claim as soon as it was reasonably possible for him to do so.
- (b) Notwithstanding the provisions of Sub-Paragraph (a) above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

JURISDICTION AND LAW

- 21. These conditions and any act or contract to which they apply shall be governed by English Law and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the English Courts.

LIEN

- 22. The Carrier shall have a general lien against the Customer, where the Customer is the owner of the goods, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may, at his absolute discretion sell the goods, or part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the goods and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the goods. Where the Customer is not the owner of the goods the carrier shall have a particular lien against said owner, allowing him to retain possession, but not to dispose of, the goods against monies due from the Customer in respect of the consignment.

UNREASONABLE DETENTION

- 23. The Customer shall be liable for the cost of unreasonable detention of any vehicle, trailer, container or sheet but the rights of the Company against any other person in respect thereof shall remain unaffected.

COMPUTATION OF TIME

24. In the computation of time where any period provided by these Conditions is 14 days or less., Saturdays, Sundays and all statutory public holidays shall be excluded.

LOSS ADJUSTMENT

25. The value of a Consignment or part Consignment shall be taken as its invoice value if the goods have been sold. Otherwise it shall be taken as their value when they were or should have been shipped.

IMPOSSIBILITY OF PERFORMANCE

26. The Company shall be relieved of its obligation to perform the Contract to the extent that the performance is prevented by failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Company.

TERMS AND CONDITIONS IN RESPECT OF WAREHOUSING AND STORAGE SERVICES

27. This is in conditions inclusive conditions Company addition to the general set out in clauses 1-26 inclusive herein the following conditions shall apply when the acts as a warehouseman or storeman for the Customer's goods.
- (a) The Customer warrants that he is either the owner of the goods or is authorised by such owner to accept these conditions on the owner's behalf.
 - (b) The Customer warrants that the description and particulars of any goods furnished by or on behalf of the Customer are full and accurate.
 - (c) The Customer shall:
 - (i) if the goods are liable to taint or affect other goods, the Customer shall indemnify the Company against any liability, loss, damage, costs or expenses of whatsoever nature incurred by the Company.
 - (ii) In respect of the preparation, packing, stowage, labelling or marking of the goods the Customer warrants that all goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.
 - (iii) Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with goods of a dangerous or damaging nature, nor goods likely to harbour or encourage vermin or other pests. If such goods are accepted pursuant to special arrangements and then in the opinion of the Company they constitute a risk to other goods, property, life or health, the Company shall where reasonably practicable contact the Customer and the Customer authorises the Company, at the expense of the Customer to remove or otherwise deal with the goods as the Company sees fit.
 - (iv) The Customer warrants that the goods when presented for warehousing will be securely and properly packed in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any

goods whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.

- (v) The Customer warrants that it will inform the Company in writing of any special precautions necessitated by the nature or condition of the goods and of any statutory duty specific to the goods which the Company may need to comply with.

LIMIT OF LIABILITY

- 28. (a) The Company is only responsible for any negligence or default and not otherwise of its employees or agents in relation to any loss or damage to goods or non-delivery or for any non-compliance or mis-compliance with instructions provided always that the liability of the Company shall in no case exceed a total of £100 per tonne weight of that part of the goods in respect of which a claim arises. The Company shall in any event not be liable for any indirect or consequential loss of any kind whatsoever.
- (b) In no circumstances shall the Company be liable for any loss or damage where such loss or damage was caused by:
 - (i) the act or omission of the Customer, or person other than the Company acting on behalf of the Customer, or of the person from whom the Company took the goods in charge.
 - (ii) insufficiency of the packing and/or marks and/or labels and/or numbers save where the carrier has undertaken to carry out the packing, application of marks or labelling or numbering of the goods.
 - (iii) Handling, loading, stowage or unloading of the goods by the Customer or any person acting on behalf of the Customer.
 - (iv) Inherent vice of the goods.
 - (v) Strike, lock out, stoppage or restraint of labour, the consequences of which the Company was unable to avoid by the exercise of reasonable diligence.
 - (vi) Any cause or event which the Company was unable to avoid and the consequences where the Company was unable to avoid and the consequences whereof the Company was unable to prevent by the exercise of reasonable diligence.
 - (vii) Fraud on behalf of the Customer or owner of the goods, the employees or agents of either.
 - (viii) Any cause or event which is outside the Company's control such as, but without prejudice to the generality of the foregoing, acts of god, theft, governmental acts, fire, explosion, storm, flood, riots and industrial disputes howsoever and wheresoever caused or arising

CLAIMS

29. (a) The Customer agrees to make any claim against the Company in writing and without delay (and in any event within 21 days of delivery, performance or invoice by the Company whichever shall be the earliest) and in the event of delay in presentation of the claim causing prejudice to the Company the Company shall be relieved of all and any liability in respect of such claim to the extent of such prejudice.
- (b) The Company shall be discharged of all liability whatsoever or howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and notice thereof be given to the Company within 9 months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

TERMINATION

30. (a) The Customer shall remove the goods stored hereunder on such date as may have been agreed between the parties, In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the goods within 14 days from the date of such notice or, in the case of perishable goods, within 3 days.
- (b) Should the Customer fail to comply with the above notice or the Customer fails to pay in the amount due to the Company in accordance with any invoice levied the Company may (without prejudice to its rights and remedies against the Customer) give a further notice in writing to the Customer of the Company's intentions to sell or otherwise dispose of the goods at the Customer's entire risk and expense if such amount is not paid and/or such goods are not removed within the 14 days, or in the case of perishable goods within 3 days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the goods have not been so removed, the Company shall be entitled to sell or otherwise dispose of all or any part of the goods at the Customers entire risk and expense by the best method reasonably available and the proceeds of any sale or disposal shall be remitted to the Customer after deduction therefrom of all expenses and all amounts due to the Company from the Customer or any account.

SUB-CONTRACTING

31. The Company may employ the services of any other warehouse Company for the purposes of fulfilling this agreement in whole or in part. Any other warehouse Company so employed shall have the benefit of these terms and conditions.