

ARCA TRADE GROUP LTD TRADING CONDITIONS

The Conditions stated below shall form the basis of contract for all transactions between the Forwarder/Service Provider and Shipper/Customer. The Conditions will preside on all

Transactions:

- a) Whether or not the Contract is evidenced in writing
- b) Whether or not the Forwarder/Service Provider performs the carriage of goods
- c) Whether or not Offer or Acceptance makes specific reference to the Conditions

Each exclusion or limitation in these Conditions exists separately and cumulatively.

DEFINITIONS

1. Words used in these Conditions shall be construed as follows:

"Forwarder/Service Provider"	The company trading under these Conditions
"Shipper/Customer"	The entity whether a person or body corporate with whom the Forwarder/Service Provider contracts
"Owner"	The actual legal owner of the Goods or any party which has an interest or who may gain an interest in the Goods
"Goods"	The subject matter of the Transaction
"Transaction"	The purpose for which the Shipper/Customer employs the Forwarder/Service Provider whether or not the Shipper/Customer actually gives a gratuity to the Forwarder/Service Provider
"Conditions"	The terms set out herein

APPLICATION

- 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 Forwarder/Service Provider 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 be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
- 3. The Shipper/Customer contracts as either the Owner of the Goods or as agents for the Owner and in so doing accepts on behalf of the Owner that these Conditions apply to both the Owner and Shipper/Customer.
- 4. The Owner accepts that their rights are subject to these Conditions whether or not expressly advised by the Shipper/Customer and accepts that any rights which the Forwarder/Service Provider may have against the Owner or Shipper/Customer are both joint and several

THE FORWARDER/SERVICE PROVIDER

5.
 - a) The Forwarder/Service Provider will offer his services as an agent or may provide them as principal either in the Forwarder/Service Provider's own right or by employing the services of another
 - b) The provision of service at an inclusive price shall not alone determine whether the Forwarder/Service Provider has contracted as a principal
 - c) When acting as an agent the Shipper/Customer will be deemed to have direct contractual relations with the actual carrier and the Forwarder/Service Provider is understood to have purely facilitated the relationship and not be party to the contract of carriage between Shipper/Customer and the carrier.
6. The Shipper/Customer hereby expressly authorises the Forwarder/Service Provider to contract with others on the Shipper/Customer's behalf to:
 - (a) arrange for the carriage of the Goods by any means as the Forwarder/Service Provider deems appropriate
 - (b) arrange for packing, trans-shipment, loading, unloading and storage as the Forwarder/Service Provider deems appropriate
 - (c) arrange transportation in, by whatever means and with whatever goods as the Forwarder/Service Provider deems appropriate
 - (d) to act with due diligence and care as may be considered reasonable
7. The Forwarder/Service Provider will at its discretion deviate from the agreed route or means of carriage and/or storage
8. The Forwarder/Service Provider is authorised to carry out the contract of carriage and or storage either in the Forwarder/Service Provider's own right, by the Forwarder/Service Provider's subsidiary, parent or associated company and these Conditions shall be construed to apply directly between the Shipper/Customer and said subsidiary, parent and or associated company
9. (A) The Forwarder/Service Provider will be entitled to a General Lien on any goods, documents, monies either in the custody or control of the Forwarder/Service Provider and shall be authorised to dispose or sell such goods, documents, or monies within 28 days of written notice to the Shipper/Customer in order to defray such sums as the Shipper/Customer may owe to the Forwarder/Service Provider. The Forwarder/Service

Provider shall be free of all responsibility for any goods, documents, or monies as soon as the Forwarder/Service Provider has disposed or sold the same.

The right of disposal or sale by the Forwarder/Service Provider shall arise immediately provided that the Forwarder/Service Provider has taken all reasonable steps to bring any sums due to the Shipper/Customers attention before selling or disposing of the goods.

10. The Forwarder/Service Provider shall be entitled to retain all commissions, gratuities, brokerages, fees and allowances as may be customary in the trade
11. (A) Should the Shipper/Customer, Owner or Consignee refuse or be unable to take delivery of the Goods at the agreed location or such time and place as the Forwarder/Service Provider shall be entitled to deliver the Goods then such Goods shall be held in storage at the Shipper/Customer's expense and that the Forwarder/Service Provider shall be relieved of all responsibilities for the safety and continued wellbeing of the Goods.

(B) The Forwarder/Service Provider shall be entitled to sell or dispose of the Goods:
 - (i) if the Shipper/Customer, Owner or Consignee can no longer be identified provided that 28 days' notice of the action is sent by post to the last known address of the Shipper/Customer
 - (j) without notice if the goods are liable to perish deteriorate or change or cause damage to any other party or be in any breach of any international convention, law, byelaw or regulation
12. (A) Insurance of the Goods will only be affected upon receipt of expressed instructions from the Shipper/Customer subject to the Insurance Company's terms conditions exceptions and exclusions as may from time to time apply

(B) Insurance arrangements are conducted by the Forwarder/Service Provider as agents for the Shipper/Customer and such arrangements by the Forwarder/Service Provider for and on behalf of the Shipper/Customer are subject to the terms and conditions and limitations set out within these Conditions
13. The Forwarder/Service Provider accepts no liability for release of Goods upon collection of any monies or documents as may be required by the Shipper/Customer unless expressly agreed in writing and in any event such instructions will be undertaken as Agent for the Shipper/Customer whether conducted in person by the Forwarder/Service Provider or by anyone acting with the Forwarder/Service Provider's permission.
14. Any advice and or information of whatever nature given to the Shipper/Customer is given without any liability to the Shipper/Customer or to any person, company or body who bears reliance on such information. The Shipper/Customer shall hold harmless and relieve the Forwarder/Service Provider of all responsibility and or liability cost claims loss damage or expense suffered by any person company or body who may rely on such advice whether a gratuity has been paid to the Forwarder/Service Provider.

15. (A) The Forwarder/Service Provider accepts no liability or responsibility for any jewellery, precious metal, bullion cash, precious stones antiques, object d'art pictures, human remains or any living thing unless previously agreed in writing. Deviation from the above will be subject to proof by the Shipper/Customer
16. The Forwarder/Service Provider accepts no liability or responsibility for any hazardous dangerous harmful goods or substances or for any goods liable to cause loss damage injury or destruction to any property or person or for any goods liable to taint stain or change the constitution appearance or value of any property unless expressly agreed in writing. Should the Goods in the Forwarder/Service Provider's opinion give rise to are likely to give rise to the aforementioned then such goods shall be disposed at the Shipper/Customers expense.
17. Where the carriage rates for goods shall differ dependent upon the value of Goods or the liability of the carrier differ dependent on the value of the Goods no value shall be entered by the Forwarder/Service Provider unless expressly agreed in writing and the additional monies due paid

THE SHIPPER/CUSTOMER

18. The Shipper/Customer warrants
 - (A) That full and proper particulars have been furnished to the Forwarder/Service Provider
 - (B) That where Goods are made available in a form already packed and stowed for carriage that such packing stowage and any equipment supplied for carriage is appropriate sound and travel worthy for the method of transport and destination intended
 - (C) That all Goods are properly identified and marked for transportation
19. Should the Forwarder/Service Provider agree in writing to carry to carry any hazardous dangerous harmful goods or substances or any goods liable to cause loss damage injury or destruction to any property or person or any goods liable to taint stain or change the constitution appearance or value of any property the Shipper/Customer shall indemnify and hold harmless the Forwarder/Service Provider for any loss damage expense or outlay caused by any hazardous dangerous harmful goods or substances or any goods liable to cause loss damage injury or destruction to any property or person or any goods liable to taint stain
20. The Shipper/Customer agrees no to take action against any employee direct servant of officer of the Forwarder/Service Provider and to indemnify the Forwarder/Service Provider should any Third Party take action against any employee direct servant of officer of the Forwarder/Service Provider in connection with the service the subject of this Contract
21. The Customer agrees to indemnify and hold harmless the Forwarder/Service Provider for:

A) All loss damage expense liability costs including but not limited to fines duties levies deposits and outlays of whatsoever nature which are due to any authority arising out of the Forwarder/Service Provider acting in accordance with the instructions of the Shipper/Customer or arising from any breach of Warranty of these Conditions by the Shipper/Customer or arising from the negligence of the Shipper/Customer

(B) Without deviation from Sub Clause (A) above any liability resulting from or reasonably assumed by the Forwarder/Service Provider when trying to comply with the instructions of the Shipper/Customer

(C) All claims expenses losses damages in excess of the responsibilities detailed in these Conditions regardless as to whether such claim expense loss or damage has arisen as a result of the negligence or breach of Duty of the Forwarder/Service Provider, its servants, sub-contractors or agents

(D) All claims of a General average nature as may be made on the Forwarder/Service Provider

22. (A) The Shipper/Customer shall pay to the Forwarder/Service Provider all sums due to the Forwarder/Service Provider in cash immediately when due without reduction set-off deferment on account of any claim or counterclaim

(B) The Shipper/Customer will pay the Forwarder/Service Provider interest at a rate of 15% above the base rate of the Bank of England in respect of any amount or sums of money being overdue

23. Should the Forwarder/Service Provider agree to collect any freight duties monies or other expenses from the Consignee or any other party the Shipper/Customer shall remain responsible for such freight duties monies or other expenses until such time proper evidence of payment or collection is furnished to the Forwarder/Service Provider
24. Where liability for General Average arises in connection with the goods, the Shipper/Customer or Owner shall promptly provide security to the Forwarder/Service Provider or to any other party designated by the Forwarder/Service Provider in a form acceptable to the Company.

EARLY TERMINATION

25. Early Termination Fee
(A) Should the Shipper/Customer terminate the contract or any transaction under these Conditions without notice or prior to the completion of the agreed term or services, the Shipper/Customer shall pay the Forwarder/Service Provider an early termination fee equivalent to six (6) months' fees or charges that would have been payable under the contract, calculated based on the average monthly payments due in the six (6) months immediately preceding termination.

(B) Payment of the early termination fee shall be due immediately upon notice of termination, without any deduction, set-off, or counterclaim.

(C) The early termination fee is without prejudice to any other rights or remedies the Forwarder/Service Provider may have under these Conditions, at law, or in equity, including but not limited to recovery of outstanding sums due for services already performed.

(D) Termination shall not relieve the Shipper/Customer of liability for any obligations accrued prior to the date of termination, including but not limited to insurance, storage, or transportation fees.

LIABILITY AND LIMITATION

26. The Forwarder/Service Provider shall carry out its duties by exercising a reasonable degree of skill care judgement and diligence

27. The Forwarder/Service Provider accepts no responsibility for loss damage destruction or expense caused by:

(A) Strike, restraint of labour, lock-out, labour disputes, stoppage

(B) any cause that the Forwarder/Service Provider is unable to avoid by exercising a reasonable degree of skill care judgement and diligence

28. The Forwarder/Service Provider accepts no responsibility for departure and arrival dates unless previously agreed in writing

29. (A) Subject to Clause 2 and 12(B) above and Sub Clause (D) below, the Forwarder/Service Provider's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed

(i) in the case of loss or damage to goods

(a) the value of the goods lost or damaged at the time that they are shipped or should have been shipped or

(b) £2 per kilo of the gross weight of the goods whichever shall be the least

(ii) in the case of all other claims

(a) the value of the goods lost or damaged at the time that they are shipped or should have been shipped or

(b) £2 per kilo of the gross weight of the goods said to be the subject of the transaction or

(c) £50,000 whichever shall be the least

(B) Should the Forwarder/Service Provider agree in writing to accept responsibility for departure and arrival dates of the goods in accordance with Clause 27 above the liability of

the Forwarder/Service Provider shall be limited to twice the charges the subject of the relevant transaction subject to Clause 2 above and Sub Clause (D) below.

(C) The Forwarder/Service Provider accepts no responsibility for Consequential Loss of whatever kind howsoever caused subject to Clause 2 above and Sub Clause (D) below.

(D) The Forwarder/Service Provider may accept responsibilities in excess of the responsibilities detailed in these Conditions provided that such agreement is evidenced in writing and that the appropriate additional charge as may be agreed has been paid by the Shipper/Customer to the Forwarder/Service Provider.

30. (A) The Shipper/Customer shall notify the Forwarder/Service Provider of any claim in writing within 3 days of or when the Shipper/Customer became aware of or should have become aware of any loss damage or destruction or any event or occurrence likely to give rise to any loss, damage or destruction and any claim not notified within this time shall be deemed to be waived and absolutely time barred except where the Shipper/Customer can demonstrate that compliance with this Condition was impossible and that the claim was made thereafter within a reasonable time.

(B) Notwithstanding Sub-Clause (A) above the Forwarder/Service Provider will be discharged of all responsibility and liabilities to the Shipper/Customer unless suit be brought, and written notice thereof be given to the Forwarder/Service Provider within nine months of the event or occurrence giving rise to the any claim by the Shipper/Customer

JURISDICTION AND LAW

31. The Law of England and the exclusive jurisdiction of the English Courts shall apply at all times to these Conditions and any act or contract to which they may apply, and any claim or dispute shall be heard accordingly