

Advance Movement Services Terms and Conditions effective from 14/01/2003

Please note that the customer will not in all circumstances be entitled to compensation, or to full compensation, for any loss and is therefore recommended to seek professional advice as to appropriate insurance cover to be maintained while consignments are in transit and/or storage

Advance Movement Services Ltd (hereinafter referred to as "the *Carrier*") is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below.

No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation such part shall, as regards the Contract be overridden to that extent and no further

1. *Definitions in these Conditions:*

"*Customer*" means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

"*Contract*" means the contract of carriage between the Customer and the Carrier.

"*Consignee*" means the person or company to whom the Carrier contracts to deliver the Consignment.

"*Consignment*" means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Customer from one address to one address.

"*Dangerous Goods*" means goods named individually in the Approved Carriage List issued from time to time by the Health and Safety Commission, explosives, radioactive material, and any other goods presenting a similar hazard.

2. *Parties and Sub-Contracting*

(a) The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.

(b) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request.

(c) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (b) above and such other carriers' servants and agents and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.

(d) Notwithstanding Condition 2(c) the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier 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 Consignment. The Carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage: Provided that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

3. *Dangerous Goods*- Dangerous Goods must be disclosed by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed and labeled in accordance with the statutory regulations for the carriage by road of the substance declared, Transport Emergency Cards (Tramcars) 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.

4. *Loading and Unloading*- unless the Carrier has agreed in writing to the contrary with the Customer:

(a) The Carrier 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 Carrier shall be under no liability whatever to the Customer for any damage whatever, however caused, if the Carrier is instructed to load or unload any Consignment 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.

(d) The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer

(e) The Customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such instructions as are referred to in (4)(c) of this Condition and such service as is referred to in (4)(d) of this Condition had not been given.

5. *Signed Receipts* - The Carrier shall, if so required, sign a document prepared by the sender acknowledging the 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 Carrier and the burden of proving the condition of the Consignment on receipt by the Carrier and that the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

6. *Transit* - Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises. 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:

(a) 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 Carrier's premises has been sent to the Consignee; and

(b) when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier '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.

7. *Undelivered or Unclaimed Consignments* - where the Carrier 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 6(b) hereof transit is deemed to be at an end, the Carrier may sell the Consignment, 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 Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment its carriage and storage: Provided that:

(1) the Carrier shall do what is reasonable to obtain the value of the Consignment; and

(2) the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier 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 Consignment will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

8. *Carrier's Charges*

(1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person:

Provided that when any Consignment is consigned 'Carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

(2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The Carrier shall be entitled to interest at 3% above the Bank of England Base Rate prevailing at the date of the Carrier's invoice or account calculated on a daily basis on all amounts overdue to the Carrier

9. *Acceptance*

(1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

(2) Subject to these Conditions the Carrier shall be liable for:

(a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Consignment only if: (i) the Carrier has specifically agreed in writing to carry any such items; and (ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and (iii) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors;

(b) physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:

(i) Act of God; (ii) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority; (iii) Seizure or forfeiture under legal process; (iv) Error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Consignment or by servants or agents of either of them; (v) Inherent liability to wastage in bulk or weight faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment; (vi) Insufficient or improper packing; (vii) Insufficient or improper labeling or addressing; (viii) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause; (ix) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.

(3) The carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of Condition 6(b) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

10. *Fraud* - The Carrier 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, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

11. *Limitation of Liability* - Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment howsoever arising, shall in all circumstances be limited to the lesser of

(a) the value of the goods actually lost, mis-delivered or damaged; or

(b) the cost of repairing any damage or of reconditioning the goods; or

(c) a sum calculated at the rate of £1,000 Sterling per tonne on the gross weight of the goods

actually lost mis-delivered or damaged; and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice

value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and

in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods: Provided that:

(i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the

gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;(ii) nothing in this Condition shall limit the liability of the Carrier to less than, the sum of £10;

(iii) the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost mis-delivered or damaged;(iv) the Customer shall be entitled to give to the Carrier written notice to be delivered at least 7 days prior to commencement of transit requiring that the £1,000 per tonne limit in 11(c) above be increased but not so as to exceed the value of the Consignment and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,000 per tonne limit shall continue to apply.

Whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:

(a) at the time of entering into the Contract with the Carrier the customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest and

(b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

12. Indemnity to the Carrier - The Customer shall indemnify the Carrier against:

(1) all liabilities and costs incurred by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other goods carried)

by reason of any error omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent or either of them, insufficient or improper packing, (labeling or addressing of the Consignment or fraud as in Condition 10;

(2) all claims and demands whatsoever including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

13. Time Limits for Claims - The Carrier shall not be liable for:

(a) damage to the whole or any part of the Consignment or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made

in writing within fourteen days, after the termination of transit;

(b) any other loss unless advised thereof in writing within twenty-eight days, and the claims made in writing within forty-two days, after the commencement of transit.

Provided that the Customer proves that,

(i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and

(ii) such advice or claim was given or made within a reasonable time, the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

(1) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought within one year of the date when transit commenced.

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

14. Lien - The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment 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 its absolute discretion sell the

Consignment, 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 Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Consignment.

(1) Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

15. Unreasonable Detention - The customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

16. Customer/owner responsibility/obligations.

Food, foodstuffs and goods with a shelf life must be packed securely and appropriately and in containers fit for purpose that protect contents from contamination. Chilled or frozen foods are to be containerized in appropriate fit for purpose packaging at the right temperature. Raw food must not be packed so as to contaminate other goods that can take place. Raw foods must not be packed with ready to eat foods. It is the customer's responsibility to ensure that the storage facility supplied by AMS Ltd has been inspected and approved as fit for storage for their own goods. Customers who use the storage and transport facility of AMS Ltd are deemed to have inspected and approved both facilities in order to meet and comply with all local health and government regulations. AMS Ltd accept no responsibility.

It is the customer's responsibility to insure all goods either stored and/or transported by AMS Ltd. Written quotations can be provided on request.

Agrees to comply with the carriers payment terms

Warrants that it is either the owner of the consignment or is authorised by the owner to accept these conditions.

Agrees not to deduct claims from the carriers account nor at any time make a claim the reason for deferring or withholding payment.

Shall be liable for the cost of unreasonable detention of vehicles and couriers at consignors or consignees premises. To be calculated at an hourly rate.

Agree to indemnify and hold harmless the carrier against all claims, costs and expense incurred following non-disclosure by the customer to the carrier of the dangerous, hazardous or fragile nature or relevant condition of the consignment at the time of receipt of order.

Agrees to indemnify and hold harmless the company against all claims, costs and expenses by whomsoever made in excess of the liability of the carrier under these conditions.

17. Inspection - The carrier reserves the option to open and inspect the customer's consignment.

18. Claims - The customer must notify any claims to the carrier within 7 working days.

No claim will be entertained until payment for the consignment has been made. Consignment notes endorsed with the words "unchecked" or unexamined (or words to that effect) can not render the carrier liable for any subsequent discovery of shortage or damage. The carrier cannot guarantee delivery times but will endeavor to complete deliveries within a reasonable dispatch.

19. Payment terms for approved customers with accounts are 30 days net - strictly 30 days from date of invoice. Payment terms for unapproved customers without credit facilities is strictly cash with consignment.

20. Law and Jurisdiction - The Contract shall be governed by English law and United Kingdom courts alone shall have jurisdiction in any dispute between the Carrier and The Customer.

21. Storage

All storage invoices are to be paid on a per pallet (or part pallet) per week (or part week) unless otherwise agreed in writing.

All pallets are to be no larger than 800mm wide x 1200mm long x 1400mm high and must be delivered fully and clearly labeled.

The insurance of client goods whilst being stored or in transit by us remains the liability of the client - we are unable to insure goods that do not belong or are not owned by us. It is your responsibility to insure your goods at all times as these are NOT covered on any of our insurances.

We reserve the right to store your goods in other suitable premises and not just at our existing headquarters.

There will be a handling/vehicle unloading charge per pallet (or part pallet) for each pallet received and an additional per pallet charge for each pallet (or part pallet) sent out.

We reserve the right to charge you for any usage of telephone/computer or internet but all gas, heating, lighting etc is supplied obviously free of charge to store your goods.

Access is allowed between 9.0am until 5.0pm Monday to Friday although other times may be allowed subject to our workforce being available.

Storage invoices and related charges are billed out monthly and payment is to reach us within 30 days net unless otherwise agreed in writing.

On the date of vacation, providing that all monies are paid that are due, pallets will be transported to the outside of our premises in a neat and safe manner ready for collection by clients own means

unless otherwise agreed in writing. There will be a separate charge for all works relating to the facilitation of the removal of stock on termination of the storage facility.

Any pallets received by us that need to be sorted, de-palletised and placed into store will be charged on an hourly rate per person per hour or part hour.

Our storage rates do not include for any shrink wrapping, packing materials, boxes or actual pallets.

It is the clients sole responsibility to keep an up to date and accurate stock list unless specifically agreed otherwise in writing.

We reserve the right to charge for any additional works carried out that are not specifically mentioned in these terms and conditions.

One month's written notice must be given in order to vacate our premises by either party and all monies owed must be paid prior to the removal of the entirety of goods stored.