

# Conditions – IPEX UK Ltd.

## **1. Whole Contract**

- (a) Any Specific Terms in any confirmation of order together with these Conditions will constitute the whole Contract between the Company specified on the face hereof ("The Company") and its customers and no other terms or conditions whatsoever shall form part of such Contract.
- (b) The Invalidity or unenforceability of any clause herein shall not affect the other clauses of this document.
- (c) No variation hereof shall bind the Company or its customer unless evidenced in writing under the signature of a Director of the Company.

## **2. General Conditions of Carriage**

- (a) The Company is not a common carrier and accepts no liability as such. Means, route and the method of carriage will be at the sole discretion of the Company.
- (b) Carriage hereunder is governed by The Uniform Rules for a Combined Transport Document (publication 298 of the International Chamber of Commerce, Paris, November 1975) and is subject to the following conventions compulsorily applicable at the date of acceptance of the goods by the Company.
- i) Carriage by Air. The Warsaw Convention of 1929 as amended and subject to the implementation of the Carriage by Air and Road Act 1979.
- ii) Carriage by Road. The Convention of the Contract for the International Carriage of Goods by Road (CMR) as amended in 1956.
- iii) Carriage by Sea. The International Convention for Unification of Certain Rules of Law relating to Bills of Lading 1924 and amended by the VISBY and SDR Protocols of 1968 and 1979 respectively.
- iv) Carriage by Rail. The Convention concerning International Carriage by Rail (COTIF) and Appendix B thereof. The Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM) Berne 9th May 1980. Where none of the above Conventions apply compulsorily carriage is subject to the Warsaw Convention of 1929 as amended by the Hague Protocol 1955 and in due course by the Carriage by Air and Road Act, 1979.

## **3. Excepted Goods (ie. goods defined in sub-clauses (a) and (b) of this Condition)**

- (a) The Company will not carry dangerous or hazardous goods or valuables, including (without prejudice to the generality of the foregoing) goods classified as dangerous goods by the British Railways Board and/or the International Air Transport Association (IATA) from time to time, or prohibited by any Government or Governmental Agency of any country from, through, over or to which they shall be consigned. The Company will not carry perishable goods or any other goods of whatsoever nature they decide in their absolute discretion they cannot transport safely or legally.
- (b) Negotiable instruments, money, securities, stamps, precious stones, jewellery and precious metals. The Company does not accept excepted goods for carriage. Should the company receive excepted goods from any customer the customer will indemnify the Company against all loss damage or injury directly or indirectly caused thereby.

## **4. Packaging**

The customer warrants that all items entrusted by it for carriage have been properly and sufficiently packed, labelled and prepared.

## **5. Subcontractors**

- (a) The Company may in its absolute discretion employ or entrust the carriage of any items to others (including associated companies) to perform part or all of the services contracted by it.
- (b) The Company may provide mini-cab or chauffeur driven services where applicable on the basis that the Company shall act as agent for the proprietor of such transport. Where such transport is sub-contracted, any liability arising thereout shall be the liability of the proprietor or its insurers and not that of the Company notwithstanding that the Company may charge the customer directly for the provision of such transport services.

## **6. Route**

Subject to any express instructions received from the customer the Company has absolute discretion as to the means, route and procedure to be followed; and in the handling and transport of any item. The Company may depart from any express instructions of the customer if at any stage it is desirable in the interest of the customer or necessary so to do.

## **7. Warrants of Authority**

The customer consigning items to the Company for carriage and delivery hereby expressly

- warrants that it is either
- v) the owner thereof; or
- vi) the authorised agent of such owner and has the full authority of the owner to accept these terms and conditions not only for itself but also as agent for and on behalf of the owner or such persons who may thereafter become interested therein.

## **8. Consignment Notes**

The Company will if required sign a document acknowledging the receipt of any consignment entrusted to it but such document shall not be evidence of the condition or the correctness of the declared nature, quantity or weight of the consignment or any constituent item thereof at any specific time.

## **9. Transit**

- (a) Transit shall commence when items are physically delivered to or collected by the Company or its agent.
- (b) Transit shall end
- vii) when such items shall be tendered at the address required by the customer or
- viii) if the Company or agent is unable through lack of safe facilities or the absence of the consignees' staff to deliver the items. The Company will give the customer notice thereof (whether, telephonic or otherwise) and thereupon transit shall be deemed at an end; or if items are held by the Company to await further instructions, transit shall be deemed to end (subject to sub-paragraph (ii) above) when such instructions are fulfilled or 7 days from the commencement of transit, whichever shall be earlier.

## **10. Payments**

- ix) Any sums shown to be due to Company shall be paid to the company when due.
- x) Credit accounts may be rendered weekly and will be payable within twenty-eight days of the date of invoice. Where the work/services extend over more than one invoice period, each invoice raised shall be deemed to be a separate contract and the Client shall pay in full the amount payable under the invoice raised, notwithstanding any right which the Client may claim in respect of any other services under any other contract between the parties.
- xi) Payments shall be made without any deductions and shall not be withheld or deferred on account of any claim, counterclaim or set-off.
- xii) Where payment is not received on the due date the Company may charge interest on all outstanding amounts at 3% per month from the original due date at daily breaks.

## **11. Insurance**

- (a) Where applicable the Company's liability to clients or third parties is governed by the Conventions specified in Clause 2 hereof. Where such Conventions do not apply, the Company's liability for any item shall not exceed £150.00
- (b) If the customer specifies the value of any item in writing to the Company before the commencement of transit it may require the Company to insure such item and the Company requires at least three days notice obtain a quotation for transit insurance on such terms as the customer shall specify. Unless the customer notifies its acceptance thereof to the Company in writing before the commencement of transit, the Company shall be under no obligation to insure. In no circumstances shall the Company be liable for more than the specified value of any item nor more than that paid by insurers thereof.
- (c) Nothing herein contained shall preclude the customer from insuring its own goods, but it must declare such insurance to the Company and the Company shall not be liable for the loss of such goods however occasioned.
- (d) The Company's liability shall never extend to consequential damage.

## **12. Liability**

- (a) Where applicable the Company's liability to the Customer or third parties is governed by the Conventions specified in Clause 2 hereof. Where such conventions do not apply, the Company's liability for any item shall not exceed the cost of repairing any damage or of reconditioning the goods always subject to a maximum limit of 150.00 per item.
- (b) If the Customer specifies the value of any item in writing to the Company before the commencement of transit, we may agree to increase the amount of our liability to you in the event of loss or damage to those goods, subject to an additional charge.
- (c) If it is subsequently established that the value of the goods is greater than the actual value you declare, you agree that our liability under clause 12b will be reduced to reflect the proportion that your declared value bears to their actual value.
- (d) The value of the goods actually lost, damaged or mis-delivered shall be taken to be their invoice value if they have been purchased or otherwise the replacement cost to the owner at the commencement of transit.
- (e) The Company's liability shall never extend to consequential loss or damage.

## **13. Estimates & Payments**

All quotations and estimates given by the Company for its services exclude Charges etc. specified in Clause 15(b) below and are given on the basis of prompt acceptance by the customer and shall only remain open for 7 days (unless revoked or withdrawn within that period), from the dates thereof.

## **14. Customs Clearance**

- (a) The customer appoints the Company as its agents and will supply to the Company all documentation required by any Customs Authority or other governmental authority confirming the Company's appointment. The customer is responsible for compliance with all applicable regulations of any country from, to, or through, or over which a consignment may be carried. The customer will furnish such information and attach to the Way Bill, such documents as are necessary to comply with such regulations, etc. and shall be deemed to know what documents are necessary. The Company shall not be liable to the customer or any third party for any loss due to the customer's failure to comply with this procedure.
- (b) The customer is responsible for all charges, disbursements, duties, assessments, penalties, fines, taxes and legal fees relating to this consignment.
15. The Company may refuse any goods from any person, firm or company in its sole discretion and may refuse to deliver to any specified consignee.

## **16. Lien**

The Company shall have a special lien on all consignments for charges on such consignments and shall also have a general lien against the owner (or its agent) or customer or consignee ("the debtor") to the Company. If any monies due are not paid within 7 days of demand the Company may sell the debtor's goods held by it or any part or parts thereof and apply proceeds in or towards discharge of such indebtedness and the expense of the sale. Its lien shall only be discharged if and when payment of such indebtedness shall have been completed and surplus shall be held by the Company to the debtor's order.

## **17. Notice**

Any Notice required by this Contract shall be deemed delivered within 48 hours of posting by prepaid, First Class post or immediately upon transmission by electronic means (and only in the circumstances of Clause 9(b)(ii) hereof immediately upon telephonic transmission).

## **18. Proper Law**

The Law of England applies to this Contract and only the Courts of England and Wales shall have jurisdiction in any dispute arising thereout.

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