

Road Haulage Conditions of Carriage

(1) Definitions and interpretation.

(a) The following shall have the following meanings in these conditions:

The Company: DSD Logistics Limited and its duly authorised agents or sub-contractors.

The Customer: The party to whom and on whose instructions the company provides the service as hereafter defined.

Service: The Particular service(s) for collection / delivery of a consignment provided to the customer by the company.

Goods: The package / item referred to on the collection / delivery form and where the goods comprise more than one package/ item the expression shall, where the context so admits, refer to the whole or any part of them.

Collection/Delivery Form: The Company's official collection/ delivery form on which the statements and facts contained are presumed to be true.

Exclusive custody of the company: The exclusive possession of the company extending from the time that the goods pass into the actual physical possession of the company until the time when the company parts with actual physical possession when delivering to the consignee or his address.

(b) The headings of these conditions are for the convenience of all parties and shall not affect the interpretation thereof.

(2) General.

The company is not a common carrier and may, at its entire discretion, use third parties and / or sub-contractors for the provision of the service or any part thereof.

(3) Entire Agreement.

(a) These conditions of carriage apply to the provision of the service by the company to the exclusion of all other conditions whether expressed or implied.

(b) The company may amend these conditions of carriage at any time.

(4) Force Majeure.

Neither the company nor the customer shall have any liability for any event or consequence of force majeure including, but not limited to War, invasion, act of foreign enemy, hostiles (whether war be declared or not), civil war, rebellion, revolution, terrorism, insurrection, military or usurped power, state of emergency, industrial disputes, inclement weather conditions, mechanical breakdown, acts of God, fire, flood, explosion, the refusal or withdrawal of necessary authorisation or permits required in connection with the carriage of goods, grounding of aircraft, cancellation of sailing, or any other eventuality whether of the same nature or not, beyond the reasonable control of the party affected.

(5) Charges for Service.

The Company shall use all reasonable endeavours to provide the service and the customer hereby agrees to accept the service and shall pay to the company, in pounds sterling and without deduction, not later than 30 days from the date of the invoice.

(a) The charges as specified on the companies invoice

(b) Any additional charges as calculated by the company resulting from:

(1) Any delay caused by the customer or its consignee in collection or delivery or the goods.

(2) Any carriage of any goods in excess of the agreed number, size and / or weight as specified on the collection / delivery form.

(6) Variation of charges.

Charges are based on existing costs relating to materials, wages, rates and other expenses payable by the company. If such costs vary as a result of economic factors outside the company's control, the company reserves the right to alter its charges immediately in accordance with such changes. In all other cases the company may vary its charges by giving notice to the customer, in writing at any time.

(7) Liability.

(A) The company shall be liable to the customer for any loss or damage suffered by the customer and arising from: -

i. Death or personal injury resulting from the negligence of the company.

ii. The loss of, or damage to any goods whilst in the exclusive custody of, and resulting from the breach of contract or negligence of the company.

iii. Any loss or damage to the premises or property of the customer (excluding goods) resulting from the negligence of the company, such liability not to exceed £100,000.00

PROVIDING THAT:

(a) The customer shall notify the company of:

(1) Any damaged goods within 48 hours of delivery and shall forward details in writing within 7 days thereafter.

(2) Any claim in respect of non-delivery within 48 hours and in writing within 7 days of the date of collection.

(b) Should the customer fail to notify the company within the appropriate period, as stated above the company shall have no liability whatsoever.

(c) The Companies liability for loss and / or damage shall be limited to the value of the goods and shall not exceed £15,000.00

(B) Provided that:

i. The company shall be under no liability whatsoever under clause 7(A) if, in connection with a claim made by the customer hereunder, the customer shall be in breach of any its obligations under these conditions where such breach is a material and contributing cause of the loss, damage or liability given rise to the claim.

ii. If any such loss occurs or any liability arises under clause 7(A) as a result wholly or in part of the fault of the customer, its servants or agents, any amount payable by the company shall be reduced by such extent as is just equitable, having regard to the degree to which such fault is responsible for the loss, damage or liability in question.

iii. Except as provided for in clause 7(A), the company shall be under no liability to the customer for loss or damage, howsoever caused, whether direct or consequential and including economic loss for any breach of contract, negligence or other default or in respect of any other course of action however arising in relation to, or arising from, the provision of the service.

(8) Default.

(a) The company shall have Lien over the goods for any charges, customs duties or any charge of any kind arising out of this contract and may refuse to surrender possession of the goods until any outstanding charge(s) be paid in full.

(b) The company reserves the right to sell or otherwise dispose of any goods not claimed within 6 months of the date of collection.

(9) Delivery.

The company undertakes to deliver the goods to the consignee at the delivery address on the collection / delivery form with reasonable despatch, but shall not be liable to the customer for any delay or non performance of any delivery as provided for in clause 7(A) above.

(10) Prohibited goods.

The customer shall not cause the company to carry:-

- (a) Cash, currency, cheques, money orders, stocks, bonds, uncanceled postage or revenue stamps, traveller's, cheques, voucher, jewellery, precious stones and / or other valuables, livestock, liquids, perishable goods, glass, gases, pyrotechnics, fireworks, firearms, parts of firearms, ammunition, or dangerous, corrosives, toxic, flammable, explosive, oxidising, or radio active material, offensive smelling items or items capable of contaminating others by smell or otherwise unless securely packed in airtight containers, living creatures, antiques, pictures / works of art. IATA prohibited articles or any items where possession by road is prohibited by road, rail, land, sea or air is prohibited by law.
- (b) Any inadequately addressed or packaged item or any package in excess of the weight and / or size as declared on the collection / delivery form.
- (c) If the customer is found to be in breach of clause 10(a) or 10(b) as detailed above, the customer shall indemnify the company in respect of any loss or damage to any other goods or property damaged by the customer's goods or any liability arising therefrom. The company shall also have the right to abandon carriage immediately on having knowledge that the goods infringe clause 10(a) or 10(B).

(11) Collection on delivery.

Where the customer instructs the company to collect from a place of delivery any goods on delivery to that or any other place.

- (a) The contract for collection shall be a separate and distinct contract from, and independent to the contract for delivery.
- (b) The contract for for collection shall be on and subject to these conditions of carriage.
- (c) The company shall be entitled to perform the contract for delivery but, in the event that the goods for collection not be ready for collection, the company shall be discharged from any responsibility to perform the contract for collection.

(12) International collections and deliveries.

- (a) The customer must ensure that all shipments of goods tendered by carriage by the company are:
 - (1) Prepared and packed sufficiently to ensure safe transportation (including transportation by air) with ordinary care and handling.
 - (2) Marked legibly and durably with the full name and address (including postcode and / or area code) of both the sender and the consignee.
- (b) The company shall not be liable for any loss as a result of inadequate packing or insufficient addressee information as supplied by the customer.
- (c) The company reserves the right to allow inspection of any goods consigned by the customer by X-Ray, hand searching or any other means to ensure that the goods are capable of carriage to the country of destination, or through any other5 country, within standard procedures, customs declarations and handling methods of the company. The company does not however warrant that any goods are capable of carriage without infringing the laws of any country or state from, to or through which the goods might be carried.
- (d) The company shall not be liable for any penalties imposed or loss incurred due to the customers goods being seized by customs or similar authorities and against any such penalty, loss or seizure the customer indemnifies the company.

(13) English Law

These conditions and any act or contract to which they apply shall be governed by English Law. Any dispute arising out of any such act or contract shall be within the exclusive jurisdiction of the English Courts.