

## Terms and conditions

### 1 Parties

The parties to this agreement are:

1.1 Linx Logistics (The Courier)

1.2 The person, firm or company named as Customer (the Customer)

### 2 Definitions

Dangerous goods means goods included in the list of dangerous goods as defined in the Classification Packaging and Labelling of Dangerous Substances Regulations (known as the C.P.L. Regulations), and in the classification and labelling of explosives regulations (The Radioactive Substances (Carriage by Road)(Great Britain) Regulations 1974) and including any other relevant legislation or regulations together with any amendments to them, or means goods which present a comparable hazard.

Consignment means the delivery of goods sent at any one time in one load by or for the Customer from one address to one address.

### 3 Couriers obligations

3.1 The Courier shall use its best endeavours to deliver the goods specified to the delivery address specified at about or before the time specified

3.2 The Courier shall not be liable for any delay in delivery caused by the unavailability at the delivery address of the consignee or other authorised recipient

3.3 The Courier shall not be liable for loss of or damage to or miss-delivery or delayed delivery of the goods occasioned by:

3.3:1 act of God including but not limited to storm tempest or flood

3.3:2 act of war, hostilities riot or civil commotion or the threat or fear of such conditions prevailing.

### 4 Customer obligations

4.1 In relation to the Goods the Customer is either solely beneficially entitled to the Goods or has the authority of all those interested in the Goods to enter into this contract and to bind them to its terms

4.2 In the event of any claim by any third party against the Courier arising out of this contract to indemnify the Courier against the claim and all legal and other costs incurred except to the extent that the Customer establishes that the Courier would have been liable to the Customer had the original claim been made by the Customer but on the assumption that the Customer had retained title to the Goods

4.3 To give any instructions requested by the Courier in pursuance of clause 3 above as soon as reasonably practicable

### 5 Limitation of liability

5.1 The liability of the Courier in the event of loss of or damage to or miss-delivery of the goods (where the Couriers liability is not otherwise excluded) shall not exceed the declared value of the goods specified or otherwise declared by the Customer (and pro rata in the case of an event affecting part only of the goods) or the cost of repairing any damage or of reconditioning the goods subject always to a maximum liability of £23,000 per Consignment or part thereof in the case of an event affecting part only of the Consignment. Where the Customer requires a higher value of cover this shall be expressly negotiated and agreed in writing. The value of the goods actually lost damaged or miss-delivered shall be taken to be their invoice value if they have been purchased by the Customer or otherwise shall be taken to be the replacement cost 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 the goods provided always that the Courier shall be entitled to proof of value of the Consignment or any part of it.

5.2 The liability of the Courier for delay in delivery (where the Couriers liability is not otherwise excluded) shall not exceed a sum equal to the carriage charges or a proportion of those charges in the case of an event affecting part only of the goods

5.3 The Courier shall not be liable for any physical loss, miss-delivery or damage to any theft-attractive goods unless the Courier has specifically agreed in writing prior to transit commencing to carry such items and the Customer has agreed in writing to reimburse the carrier in respect of all additional costs including insurance costs which result from the carriage of the said items and the loss miss-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Courier its servants or agents.

5.4 The Courier shall not in any event be liable for any consequential loss whatsoever and howsoever arising (including in relation to theft attractive goods) which shall include without limitation all economic losses loss of profits increased management or labour costs loss of future business loss of reputation and goodwill loss of market or falls in prices of whatever nature and all other damages costs or expenses or other indirect losses including any liability to or claims by any third party.

## 7 Warranties and Indemnities

7.2 In the absence of written notice to the contrary given to the Courier at the time of delivery to them, all goods and the packaging within which they are contained are warranted by the Customer to be fit to be carried and stored.

7.3 The Customer agrees that he will not submit to the Courier any Consignment containing dangerous, illegal, verminous, infested, contaminated or condemned goods unless he shall first have given to the Courier in writing full details of the same and obtained the written agreement of the Courier to the submission of such Consignment.

7.4 The Customer will be responsible for and will indemnify the Courier against all losses damage and claims of whatsoever nature made upon the Courier for which the Courier may be or become liable arising from the tender of a Consignment all or part of which consists of dangerous, illegal, verminous, infested, contaminated or condemned goods including loss and/or damage sustained by the Courier to its own property and injuries or loss sustained by servants and/or sub-contractors of the Courier.

## 8 Third Parties

The Courier shall be entitled to appoint sub-contractors and/or agents and it is hereby declared any sub-contractor of the Courier and the employees of the Courier and any such sub-contractor and also any person deriving title to the goods from the Customer are third parties to this contract within the meaning of the Contracts (Rights of Third Parties) Act 1999 and shall be entitled to enforce this contract accordingly.

## 9 Transit

9.1 Transit begins when the goods are handed to or collected by the Courier for carriage.

9.2 Transit shall be suspended:

9.2.1 When the goods are held by the Courier at some place other than the destination at the request of or for the convenience of the Customer or because the Customer or Consignee refuses or is unable to take delivery at the destination or;

9.2.2 When the goods are detained for Customs purposes; and shall be resumed when the Courier resumes the carriage of the goods.

9.3 Transit shall (unless otherwise previously determined) end:

9.3.1 in the case of goods to be delivered by the Courier when they are tendered at the usual place of delivery within the customary delivery hours of the district, or at such other times or places as may be agreed between the Courier and the Customer;

9.3.2 in the case of goods not to be delivered by the Courier awaiting order or collection, at the expiration of one clear day after notice of arrival has been given either orally or in writing to the consignee or, to the sender when the address of the Consignee is not known; provided that when the addresses of both the sender and consignee are not known, the

said end shall be at the expiration of one clear day after the arrival of the goods at the place to which they are consigned.

9.4 The Courier shall be entitled to raise a charge in respect of any wasted or needless journeys made or for any delay in attempting to effect delivery of the goods due to any default of the Customer and/or consignee in accordance with its own costing scales

## 12 Dangerous goods

12.1 The Courier does not contract to carry or store, illegal, dangerous, verminous, infested, contaminated or condemned goods.

## 13 Payment

13.1 The Customer shall pay for the delivery service within 14 days of receipt of the Couriers invoice without set-off or deduction or counterclaim. Payment up front on collection or delivery for non account holders.

13.2 The customer shall pay for delivery as arranged on pick up or delivery

13.3 if payment is not made we the courier shall keep the goods until payment has been made by the customer

13.4 In default of payment the Courier shall be entitled to charge interest at the rate of 5% above the then prevailing base lending rate of The Bank of England from the date of invoice

13.5 Cancellation fee will be not less than half of the quoted job or the work that was required to be performed.

13.6 Any charges incurred while crossing borders , customs , will be passed on to the customer

16 The contract and these Terms and Conditions shall be construed and governed by the Laws of England.