

TERMS AND CONDITIONS OF CUSTOM LICENSED BROKERAGE.

1. DEFINITIONS:-

In these Standard Terms and Conditions of Service:

“Customs” means the Customs and Revenue Agency and any other Department of the Government of the country having jurisdiction over imports and exports; “Client” is any person, firm, association or corporation at whose request or on whose behalf, either directly or indirectly, the Company undertakes any business or provides advice, information or services; “Company” means Royal Customs Brokers and any subsidiaries, related companies, agents and / or representatives; "Customs Broker Services" means the customs broker services set out in section 4 hereof; “Customs Duties” means any duties or taxes of any nature levied on imported goods under the Customs Act, the Customs Tariff Act, the Excise Act, the Excise Tax Act, the Special Import Measures Act or any other law relating to customs, excluding any penalties, interest or fines imposed under any of the aforesaid acts or any other laws relating to customs; and, “Disbursement” means Customs Duties, freight charges and any other payments, including payments for goods on C.O.D. shipments made by the Company on behalf of the Client.

2. COMPANY ACTS AS CUSTOMS BROKER:-

The Company is hereby engaged by the Client to act as the customs broker of the Client for the purpose of performing the Customs Broker Services set out in section 4 below.

3. APPOINTMENT AS AGENT - GENERAL AGENCY AGREEMENT:-

The Client hereby appoints the Company as its agent (with power to appoint sub-agents) to provide the Customs Broker Services and transact business on behalf of the Client with Customs and covenants and agrees to execute any and all requisite agency agreements, including any Customs form agency agreements as may be required to appoint the Company as the Client’s agent to perform the Customs Broker Services.

4. CUSTOMS BROKER SERVICES:-

The Company may provide to the Client the following Customs Broker Services when requested by the Client and accepted by the Company:-

- a) preparation of documents, whether in written or electronic format, required by Customs with respect to the importation of goods into the country by the Client;
- b) presentation of documentation, whether in written or electronic format, on behalf of the Client to the Customs at Customs offices required to release the Client’s goods through the Customs, including documentation as may be required at a frontier point for in-bond transportation within the country to the ultimate the Customs Office of entry in the country;

- c) enter and release through the Customs the goods imported by the Client and to effect payment of requisite Customs Duties by or on behalf of the Client and to obtain release of the goods from the Customs;
- d) advise Client of status of shipment of goods;
- e) make arrangements for delivery of goods in accordance with the Client's instructions;
- f) preparation of documentation, whether in written or electronic format, with respect to the export of goods from the country and presentation of such documentation to the country Customs at the time and office of export;
- g) and any other matters necessary and incidental to the provision of the foregoing Customs Broker Services.
- h) execute, sign, seal, deliver and endorse for the client and in the client's name all bonds, entries, bills of lading, bills of exchange, warehouse receipts or other means of payment or collateral security which comes into the companies possession and to use same, including drawbacks and claims of any nature for reimbursement of customs duties, sales and excise taxes and the like.
- i) receive all such payments and sums of money as are now due or may hereafter become due and payable to the client by way of rebate, refund or remission on the order of the Customs and Revenue Agency relative to the foregoing; and to endorse on the client's behalf and as the client's attorney and to deposit to and for the company's own account all such payments from the Customs and Revenue Agency and or the Government of the country.

5. OBTAINING RULINGS, FILING APPEALS, ETC.

Unless specifically requested by Client in writing and agreed to by Company in writing, the Company shall be under no obligation to provide any other services, including any pre- or post-release services such as obtaining rulings, filing appeals, filing refund claims, etc. Fees for such other services will be subject to agreement between the Client and the Company.

6. FEES AND DISBURSEMENTS:-

- a) The fees for Customs Broker Services shall be in accordance with those agreed upon between the client and the Company and as amended from time to time.
- b) The Client shall pay to the Company the fees charged for the Services rendered by the Company to the Client.
- c) Disbursement incurred by the Company on behalf of the Client shall be reimbursed to the Company by the Client.

7. INVOICING AND PAYMENT:-

- a) The Company shall issue invoices to the Client for all fees and Disbursements pertaining to Services rendered to and on behalf of the Client.
- b) All such invoices shall be payable upon receipt by the Client.
- c) Interest on all late payments shall be paid at the rate set by the Company, as amended from time to time.
- d) In the event of default of payment, the Company, in addition to any other legal rights and remedies of the Company, shall be subrogated to the rights of the Customs and Majesty in Right of the country for the recovery of any Customs Duties outstanding, including the right to retention of future goods.

8. ADVANCEMENT OF FUNDS:-

- a) Upon request by the Company, the Client shall provide to the Company prior to the release of a shipment of the Client's goods at a Customs Office of entry, sufficient funds to enable a Company to pay on behalf of the Client all Disbursements that are estimated by the Company to be payable on such shipment.
- b) All funds advanced to the Company shall be held by the Company and applied only to goods imported by the Client.
- c) If, at any time, the Company or the Customs determines that additional funds are required with respect to the shipment, the Client shall advance to the Company upon demand such additional funds.
- d) If, after payment by the Company of Disbursements concerning the shipment, any balance of funds remains outstanding to the credit of the Client, the Company shall return to the Client any remaining balance of funds, subject to any instructions of the Client to retain the remaining credit balance for subsequent Disbursements on behalf of the Client or to pay the fees and Disbursements of the Company payable by the Client to the Company after issuance of an invoice therefore by the Company to the Client.
- e) If the Client fails to advance funds to the Company upon request by the Company as aforesaid, the Company shall have no obligation with respect to rendering the Customs Broker Services concerning the shipment for which advance funds had been requested by the Company.

9. DUTIES AND RESPONSIBILITIES OF THE CLIENT:

- a) The Client shall:-
 - i. provide to the Company all information necessary for the Company to provide the Customs Broker Services, including all information required to complete the Customs documentation, whether in written or electronic format;

- II. review all documentation, whether in written or electronic format, promptly and notify the Company of any inaccuracies, errors or omissions found therein and advise the Company promptly of any corrections or additions to be made on such documents within the time periods set out in section 11 hereof;
- III. reimburse, indemnify and save harmless the Company with respect to any of the matters set out in section 9 (c) below; and,
- IV. indemnify and save harmless the Company against any and all actions, claims, suits or demands of any nature whatsoever arising from third party claims pertaining to the Customs Broker Services or the Client's goods which result from inaccuracies, mistakes or omissions in the information and documentation provided to the Company by the Client.

b) The Client warrants that it is the importer, exporter or owner of the goods for which it has retained the Company; that it has full power and authority to retain, appoint as agent and instruct the Company; and that all relevant information shall be provided to the Company and shall be complete, true and accurate. The Client acknowledges that the Company shall be relying on such information to provide the Customs Broker Services.

- c) The Client shall be solely liable for:-
- I. any and all Disbursements made by the Company on behalf of the Client;
 - II. payment of fees owing to the Company;
 - III. any Customs Duties, fines, penalties or interest imposed by the Customs with respect to the client's goods; and
 - IV. any loss or damage of any nature incurred or sustained by the Company that are caused by the Client.

10. DUTIES AND RESPONSIBILITIES OF THE COMPANY:

- a) The Company shall at all times provide the Services in a timely and professional manner, in accordance with the generally accepted standards in the country of the customs brokerage industry and in compliance with all applicable laws and regulations of the country.
- b) All information and documentation pertaining to the Client shall be kept confidential by the Company and its sub-agent (s), if applicable, and shall only be released to the Customs for the purposes of providing the Customs Broker Services, or as required by law, or as instructed by the Client to the Company to release the information and documentation to third parties.
- c) The Company shall take all reasonable steps to provide the Customs Broker Services in accordance with the instructions from the Client, provided

however, that should the Company reasonably consider that it is in the interest of the Client to depart from the Client's instructions, the Company shall have the authority to do so and shall be indemnified and saved harmless by the Client for so doing.

- d) The Company shall provide to the Client in respect of each transaction made on the Client's behalf, a copy or summary of the relevant accounting transaction pertaining thereto.
- e) The Company shall promptly account to the Client for funds received;
 - I. for the Client from the Receiver General for the country; and
 - II. from the Client by way of advances provided in section 6 hereof in excess of the Disbursements payable in respect to the Client's business with the Customs;
 - III. The Company shall not be liable in any manner whatsoever, other than for its acts of gross negligence, for any failure by the Company to provide the Services herein, and in particular, but without restricting the generality of the foregoing, shall not be liable in the event such failure to provide the Services arises as a result of the operation of the laws of any competent jurisdiction of the country or by reason of the closure of the Customs offices or change in the country Customs policies.

11. ERRORS AND OMISSIONS:

Any errors or omissions on the Customs documents must be reported in writing to the Company by the Client as soon as possible, but in any event within 7 days of release of the goods from the Customs. The Company shall not be responsible for any errors or omissions made by the Company unless the same are reported to the Company within the said 7-day period.

12. TERMINATION:

In the event that any agency agreement between the Client and the Company is terminated and there are any outstanding matters pertaining to the Client for which the Company has been engaged by the Client and for which the Company remains liable, the agency agreement shall continue in force with respect to such matters until such matters are concluded and payment has been made by the Client to the Company of:

- a) all funds as may be required to satisfy all outstanding payment liabilities of the Company to the Customs on behalf of the Client; and,
- b) all fees and Disbursements owing to the Company.

13. GOVERNING LAW:

These conditions shall be governed by the laws of the country in which the Company has its principal place of business and the Client hereby irrevocably attorns to the Courts of that Province. The General Agency Agreement and these conditions shall ensure to the benefit of and be binding upon the parties and their respective executors, administrators, successors and assigns.

14. TRANSPORTATION

If the Company will agrees to make arrangements for the delivery of goods in accordance with the Clients instructions, the following terms and conditions apply:-

- a) the Company, acting as agent only, assumes no liability as a carrier, and is not to be held responsible for any loss or damage to the goods to be forwarded, but undertakes only to use reasonable care in the selection of carriers, truck men, lighter men, forwarders, agents, warehousemen and others to whom it may entrust the goods for transportation, handling and/or storage or otherwise, subject to the conditions imposed by such carriers and other parties. Subject to express instructions in writing given by the Client, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of goods;
- b) insofar as carriers limit their liability for loss or damage, unless a freight rate based on valuation is made with said carriers, the Company must receive special written instructions from the Client to pay such higher freight rate;
- c) road, rail, marine, fire, theft, and other insurance will be effected upon the goods only after written instructions to do so have been received by the Company. If for any reason the goods are held in warehouse, or elsewhere, they will not be covered by any insurance, unless the Company receives written instructions to do so;
- d) instructions "to insure against all risks" will be construed to mean to insure against damage, fire and theft only, as defined in the policy under which the insurance is effected and subject to the exceptions and conditions contained in the policy;
- e) the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the damages alleged to have been suffered be proven to be caused directly by the gross negligence of the Company, its officers or employees, in which event the liability of the Company shall not exceed RM100.00 per package. The Company shall have the right to examine any goods claimed to have been damaged;
- f) the Company shall not be liable in respect of any claim whatsoever unless made in writing and received by the Company within 24 hours of the date of receipt of the goods by the Client;

- g) the Company shall have a general lien on any property of the Client in its possession for all claims for charges and expenses incurred in connection with any shipments of the Client, and if such claim remains unsatisfied for thirty days after demand for its payment is made, the Company is given the right to sell at public auction or private sale, without notice to the Client, the goods wares, and/or merchandise or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of its charges. The confiscation of the goods by any Government shall not affect the liability of the Client to the Company in respect to the payment of all charges;
- h) goods forwarded with Client's instructions to "Collect on Delivery" (C.O.D.) are only accepted by the Company upon the express understanding that the Company will not be responsible for any act, omission, default, suspension, insolvency, or want of care, negligence or fault of the agency selected for collection, not for any delay in remittance, loss in exchange, or loss during transmission or while the course of collection;
- i) when goods are sent on a "freight collect" basis, it is mutually agreed that in the event of the freight, duties, charges and other expenses not being paid by the consignees immediately when due, the total amount due will be paid by the Client;
- j) all business undertaken or performed hereunder shall be subject, furthermore, to the Standard Trading Conditions of the "SFFLA Freight Forwarders Association", which complete the present provisions and are hereby incorporated by reference. Where there is an inconsistency of conflict between the provisions of this section 14 and the said Standard Trading Conditions, the provisions of this section 14 shall govern. A copy of the said Standard Trading Conditions in the country may be obtained from the Company upon request.

15. SEVERABILITY:-

Each of the clauses of these Standard Terms and Conditions of Service is and shall be deemed to be separate and severable and if any provision or part of any provision of these conditions is held for any reason to be unenforceable, the remainder of these Standard Terms and Conditions of Service shall remain in full force and effect.

TERMS AND CONDITIONS OF CONTAINER HAULIER TRANSPORTATION.

1. HAULAGE CONDITIONS AND TERMS:-
 - a) The charges of waiting for direct unloading/loading is free for first two (2) hours whereby calculation starts upon container reached site. Thereafter, waiting time at RM100 per hour or part thereof.
 - b) For uncouple or grounded the container during the outstation trip, a futile trip charges (2/3 of haulage rate as above + FAF + Toll) will be incurred if request to uncouple or ground the container.
 - c) RM100 per container will be chargeable if any container that needed to be delivered to custom inspection bay for inspection.
 - d) The above subject to DGC per container if empty return to container depot. Extra charges of RM100 per container should the carrier insist to return/pick up empty to/from depot located at the area.
 - e) The above pricing not appropriate to our existing customers.
 - f) If involve K8 clearance, the haulage pricing will increase depend on term & condition.
 - g) The trailer detention is free for first three days and then a charges of RM100 per day thereafter.
2. ALL THE ABOVE SUBJECT TO THE GST/SST.
 - a) The above quotation subject to equipment availability upon arrival of shipment. Prior notification of plan of delivery needed for equipment arrangement. Any last minutes requirement of delivery subject to availability.
3. REMARKS:
 - a) All shipments undertaken by Consolplus Sdn Bhd being a member of the Association of Malaysian Hauliers (AMH) are strictly subject in the terms and conditions of the ' (AMH) and the party using Consolplus Sdn Bhd services agree to be bound by the said terms and conditions of the AMH. The copy of the AMH is available at request or in internet.
 - b) For Marine & Transit Insurance, your company must insure the cargo and covers them from warehouse to warehouse or up to destination with waiver of subrogation from any parties against our company and sub-contractors.
 - c) The customer shall at all times ensure to that they have purchased their own insurance to cover any loss or damage to their goods whilst in transit with a waiver of subrogation rights. Consolplus Sdn Bhd' will take out the Road Transit Liability insurance to cover the carriage of the goods for maximum of RM 100,000 or RM 3 per kg or whichever is lower and subject to the terms and conditions of the insurance cover and that of AMH.
 - d) In respect of import delivery, once the container is delivered to the designated place as notified by the customer or the Container Dispatch Advice acknowledged, the container(s) is deemed delivered, no liability whatsoever attaches to Consolplus Sdn Bhd thereafter.

This quotation is subject to Malaysian law and the Courts of Malaysia shall have exclusive jurisdiction in the event of a dispute.

TERMS AND CONDITIONS OF GENERAL WAREHOUSE.

CONSOLPLUS SDN BHD, is not a common carrier, and undertakes all services subject solely to the following Conditions which can be varied only in writing by a Director, Company Secretary or Partner of the Company. If a Customer's acceptance document, purchase order or other documentation, received by the Company before or after notification of these Conditions, contains terms or conditions additional to, or at variance with these Conditions, then every such additional or varying term or condition shall be of no effect.

IMPORTANT NOTE

PLEASE READ CONDITION 3 CAREFULLY. It has been included to relieve the Customer of the additional amount that the Company would need to charge to recover insurance costs (or an amount in lieu to reflect risk) were its liability not limited as provided for in Condition 3.

THE COMPANY'S OBLIGATIONS

- 1.1. The Company will provide its services with reasonable skill and care. In the absence of prior written instruction to the Company giving sufficient detail, no particular precautions nor any special treatment need be taken or provided for the Goods.
- 1.2. In the case of bulk Goods, the Company may deal with and/or mix apparently similar goods consigned by or for the Customer without distinguishing between consignments.
- 1.3. In the case of carriage the Company's responsibility for the Goods starts when loading on the vehicle is complete and ends when the Goods are tendered for unloading. In the case of storage and / or processing it starts when they are accepted into store and ends when they are tendered for collection, or the Company becomes aware of the grounds for their removal under Condition 2.2 or on the expiry of notice under Condition 7.1 or 7.2. Where the Company provides storage and carriage it shall also be responsible for the Goods while they are transferred from its vehicle into its store and vice versa. In the case of forwarding, the Company's responsibility is only to engage or propose apparently competent contractors and to give them adequate instructions in relation to the Goods; and in this case, or where the contract is for advice, it is not responsible for the Goods themselves.
- 1.4. The Company's duty is to the Customer only and not to any third party. Any advice given is for the Customer only.
- 1.5. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in engaging contractors to deal with the Goods.

CUSTOMER'S UNDERTAKINGS

- 2.1 It is a condition of the contract, and the Customer warrants and undertakes, that:-
- 2.1.1 It is either the owner of the Goods, or is authorized by the owner to accept these Conditions on the owner's behalf.
- 2.1.2 The Goods shall be presented to the Company (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognized standards and best practice and are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in any way.
- 2.1.3 Before the Company assumes any responsibility for or by reference to the Goods, the Customer will inform the Company in writing of any relevant matters; including any special precautions necessitated by the nature, weight or condition of the Goods and any statutory or other duties specific to the Goods with which the Company or others may need to comply; and will promptly after invoicing pay the Company's reasonable extra charges for complying.
- 2.1.4 It will promptly after invoicing reimburse all duties, taxes and expenses that the Company may be required to pay in respect of the Goods including where the liability to pay them arises due to the fault, other act or omission of the Company or its employees or sub-contractors.
- 2.1.5 Except to the extent previously notified in detail to, and accepted by, the Company in writing none of the Goods: are hazardous or contaminated; may cause pollution of the environment or harm to human health if they escape from their packaging; require any official consent or license to handle, possess, deal with or carry; will at any time whilst in the care or control of the Company constitute Waste.
- 2.1.6 Where the Company is carrying the Goods, the Customer will provide a risk assessment and method statement appropriate for the Goods and any location in which they are being handled. Unless otherwise previously agreed the Customer will provide suitable facilities and equipment for, and will procure, safe and prompt loading and unloading of the Goods. The Customer will pay demurrage at the Company's standard rate if the vehicle is delayed for more than 30 minutes beyond the time reasonably needed for loading or unloading; and demurrage and storage charges if delivery is refused.
- 2.1.7 It will comply with any reasonable regulations of the Company relating to handling, carriage, storage or forwarding of Goods (and ancillary matters) which are notified in writing from time to time.
- 2.1.8 Information given by or on its behalf shall be materially correct and complete.

2.2 The Customer will indemnify the Company against any loss or damage it suffers as a result of carrying out the Customer's instructions or which is related to any breach of the Customer's obligations, and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer. If the Company suspects a breach of Condition 2, it may refuse to accept the Goods, demand their immediate removal, or itself arrange their removal without notice, at the Customer's expense.

INSURANCE AND THE COMPANY'S LIABILITY FOR LOSS

3.1 Except as provided in Condition 3.5, the Company does not insure the Goods and the Customer shall self-insure or make arrangements to cover the Goods against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the Company being excluded.

3.2 Subject to Condition 3.3, the Company excludes all liability for Loss however arising.

3.3 If and to the extent that Loss is directly caused by negligence or willful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as sub-contractors or agents) and subject to Conditions 3.4, 3.7 and 3.8, the Company will accept liability for Loss assessed on normal legal principles but not exceeding the Limit fixed by Condition 3.5. Any quantification of value includes duties and taxes.

3.4 In no case shall the Company be liable for any lost profit, income or savings, wasted expenditure, or indirect or consequential loss.

3.5 In no case shall any liability of the Company (including inter alia any liability in respect of duties and taxes) exceed the Limit, fixed as follows:-

3.5.1 The Customer may specify the Limit as an amount (in Sterling, US Dollars or Euros) per m³ or ton weight by notice in writing stating the Limit and the nature and maximum value of the Goods, including duty and taxes. The Limit nominated by the Customer shall apply in respect of any cause of action arising after the Date. It is a condition of the contract that the Customer pays within 7 days of receipt the Company's invoices for its costs in insuring against its potential liability up to the Limit, and/or to the extent that the Company elects to carry the risk itself, its extra charge equivalent to the estimated or likely cost of such insurance.

3.5.2. If the Company having made reasonable efforts is unable to obtain insurance on reasonable terms to cover its liability up to the Limit nominated by the Customer, or if the Customer has not yet paid any invoice issued under Condition 3.5.1, the Company may give 7 days written notice, and the Limit for causes of action arising after expiry shall be RM100.00 per m³ or ton.

3.5.3 Unless and until a higher Limit has been fixed under Condition 3.5.1 and continues in effect, the Limit shall be RM100.00 per m³ or ton.

3.6 Without prejudice to the Company's rights under Condition 6 to be paid free from deduction or set-off, any limitation of liability on the part of the Company shall be applied to any claim by the Customer before any set off or counterclaim is asserted against money due to the Company.

3.7.1 The Company shall not be liable for any claim unless:

it has received written notice of it within 10 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee; and it has received within 21 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee sufficient detail in writing to enable investigation. In the case of failure to deliver, time shall run from the first working day after the expected date of delivery.

3.7.2 No legal proceedings (including any counterclaim) may be brought against the Company unless they are issued and served within 9 months of the event giving rise to the claim.

3.8 The Company shall not be liable for any Loss to the extent that it is caused or contributed to by a breach of any of the Customer's obligations in Condition 2, or by any of the circumstances by virtue of which the Company is relieved of its obligations under Condition 8.

EMPLOYEES, SUB-CONTRACTORS AND OTHERS

4.1 The Company shall be entitled to sub-contract all or any part of its obligations and in this event these Conditions shall apply to such services. Where storage is subcontracted the Company will on request notify the Customer of the location of the Goods.

4.2 No Interested Party will make a claim or issue proceedings in respect of Loss against any Additional Party.

4.3 Without prejudice to Condition 4.2, if an Additional Party pays or is liable to make a payment to an Interested Party in connection with a claim for Loss, the Interested Party will fully indemnify the Company against any claim (including all costs and expenses) by the Additional Party against the Company for reimbursement of, contribution to or indemnity against that payment to the extent that it exceeds the Limit applicable at the time of the event giving rise to the claim.

CHANGE OF CUSTOMER

5. The Customer may give written authority for the Goods or any part to be transferred to the account of another party on condition that before the effective date of the transfer the other party notifies the Company in writing that it is to become the Customer and is to be bound by these Conditions and by any notice given under Condition 3 and will pay the Company's charges for the period after the effective date. The Customer will pay the charges for the period until the later of the effective date or receipt and acceptance by the Company of the other party's written notification. The Goods remain subject to any lien which applies at the time of transfer.

CHARGES, PAYMENTS AND LIEN

6.1 The Company's charges are subject to GST/SST and may be increased by prior notice to the Customer. The notice shall be at least 7 days for increases reflecting any rise in fuel costs and at least 21 days otherwise. The Company has the right to charge for storage of the Goods for so long as it has custody of or is responsible for them.

6.2 The charges shall be paid free of any deduction or set-off at such periodic intervals as may have been agreed between the parties and in any event on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before any of the Goods cease to be in the Company's care or control. The Company shall be entitled to payment for carriage at the time the Goods are loaded onto the vehicle.

6.3 Interest shall be paid on money overdue to the Company at the rate of 1.5% for each calendar month during all or part of which it is overdue.

6.4 The Company shall (on its own behalf and as agent for any assignee of its invoices) have a general and particular lien on the Goods (and any associated documentation or records) as security for payment of all sums (whether due or not) claimed by the Company from, or invoiced to, the Customer or another Interested Party on any account (relating to the Goods or not), or otherwise claimed in respect of the Goods or other property of an Interested Party. Storage shall be charged for any goods detained under lien.

TERMINATION

7.1 The Goods shall be removed by the Customer at the time agreed between the parties. The Company may at any time by notice in writing to the Customer require the removal of the Goods within 14 days from the date of such notice or, in the case of perishable goods, within 3 days.

7.2 Where the Customer fails to comply with Condition 7.1, or any payment from the Customer is overdue, the Company may, without prejudice to its other rights and remedies against the Customer, notify the Customer in writing that the Goods may be sold or otherwise disposed of at the Customer's entire risk and expense if such payment is not made and/or such Goods are not removed within 21 days, or in the case of perishable goods within 3 days, from the date of such notice. On expiry of the period, if such payment has not been made and/or the Goods have not been so removed the Company may sell or otherwise dispose of the Goods or any part at the Customer's entire risk and expense by an appropriate method, and any proceeds of sale or disposal shall be remitted to the Customer after deduction of all expenses and all amounts claimed by the Company and any assignee of its invoices.

FORCE MAJEURE

8. The Company shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or its agent or an Interested Party (including any breach by the Customer of these Conditions) or by storm, flood, fire, explosion, civil disturbance, governmental or quasi-governmental action, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the Company.

GENERAL

9.1 Exclusion or limitation in these Conditions exists separately and cumulatively.

9.2 On a delivery note is evidence that the Goods have been received in apparently good order save as noted.

9.3 Company may open up packaging to inspect Goods.

9.4 Any notice shall be duly given if left at or sent by first class prepaid post to the last known address of the other party or by facsimile to the last notified number evidenced by a successful transmission record, or by email to the last address notified for the purpose of service; and shall if posted be deemed to have been given 2 working days after posting, and if by facsimile or email, one working day after sending.

GOVERNING LAW

10. All contracts between the Company and the Customer and any claims relating to the Goods shall be governed by the law of England and disputes dealt with exclusively by the English courts.

DEFINITIONS

11. Terms used in these Conditions have the following meanings:-

“Additional Party” means any employee, agent or sub-contractor of the Company, or anyone entitled to an indemnity, reimbursement or contribution from the Company in respect of a claim by an Interested Party. “Company” means the party agreeing to provide the services and/or items under the contract. “Customer” means the party requesting the services and/or items under the contract. “Date” means the 10th working day after the relevant notice is actually received by the Company. “Goods” means goods (including any associated packaging and equipment) to which the contract relates. “Interested Party” means the Customer and/or anyone with an interest in the Goods; any obligation of the Interested Party is borne jointly and severally. “Limit” means a limit per m³ or ton of that part of the Goods in respect of which a claim arises. “Loss” includes (without limitation) loss (including theft), destruction, damage, unavailability, contamination, deterioration, delay, non-delivery, mis-delivery, unauthorised

delivery, non-compliance with instructions or obligations, or incorrect advice or information.

“Officer” includes a Director, Company Secretary, Partner, or member of an LLP.

“Subcontractor” means a party engaged at the behest of the Company to perform some or all of the Company’s obligations. “Waste” bears its general meaning and also means “Waste” and “Directive Waste” as defined legislatively.