

Terms and Conditions of Carriage and Storage AmWorld UK Ltd (Company)

By placing an order for any services the Company provides, the Customer agrees on the Customer's behalf and where the services involve the shipment of goods, on behalf of the receiver of the goods, that these Terms and Conditions ("Terms") apply to the exclusion of any other terms that the Customer seeks to impose or which are implied by trade, custom, practice or course of dealing. By the Terms set out below, the Company and its servants and agents are not to be liable at all for certain losses and damage and, if they are to be liable, the amount of liability is in all circumstances limited to the amount stated unless otherwise affected by law. Customers are therefore advised to seek their own insurance cover in any areas in which liability and fault are not clearly accepted by the Company

In these Terms:

Brexit means the UK ceasing to be a member state of the European Union and ceasing to be subject to any transitional arrangements which substantively treat the UK as a member of the European Union, regardless of which countries comprise the UK at such date.

Carriage means any Materials carried by any means determined by the Company.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the person or organisation that places an order for the Carriage of Materials or the storage of the Customer's Materials or any other service to be provided by the Company.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to Personal Data (within the meaning of the Data Protection Legislation) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) an act of God including any weather conditions and/or natural disaster that affect the Company operationally;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors;
- (i) interruption or failure of utility service;
- (j) any of the foregoing and any change in law, introductions of trade tariff or imposition of licencing or consents or any other adverse impact on provision of services by the Company as a result of Brexit.

Materials: any documents, goods or other items to be carried by the Company.

1. The Company shall not be bound by any agreement, purporting to vary these Terms unless such agreement shall be in writing and signed on behalf of the Company by a competent officer thereof. In the absence of any such written agreement to the contrary these Terms shall constitute the entire agreement between the Company and each of its customers.

2. The Company is not a common carrier, and will only carry documents or goods subject to these Terms which can only be altered in accordance with Term 1 above. The Company reserves the right to refuse Carriage of any Materials for any person, firm or company and the Carriage of any class of documents or goods at its absolute discretion.

3. The Company undertakes, subject to payment in accordance with rates notified to the customer from time to time to carry the Customer's Materials between destinations agreed between the Company and the customers. The Company reserves the right to carry the Customer's Materials by any route and procedure and by successive carriers and according to its handling, storage and transportation methods.

The company will have, in addition to any other right or remedy available to it, a lien and power of sale over the Customer's Materials for the Company's charges in connection with the services provided to the Customer by the Company. If all or any part of such sum remains unpaid after it becomes due, the Company is entitled to retain the Customer's Materials in its possession until full payment is made; and is entitled to dispose of the Customer's Materials in such manner and at such price as the Company thinks fit on the expiry of 14 days' notice to the Customer. The Company will apply the proceeds of any such disposal to (i) pay the disposal costs; (ii) pay the Company's outstanding fees charged

in connection with the services provided by the Company to the Customer; (iii) pay any other costs and expenses incurred by the Company; and (iv) pay any remainder to the Customer.

4. The Company will notify customers from time to time of any Materials which are not accepted by the Company for Carriage (and in this regard see Term 19). The Company reserves the right to inspect the documents consigned by its customers to ensure that all Materials are capable of Carriage to the countries of destination within the standard operating procedures, customs declaration and handling methods of the Company. In making this reservation the Company does not warrant that any particular item to be carried is capable of Carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried.

5. Any rates quoted by the Company for Carriage are inclusive of local airport taxes but exclusive of any value added tax, duties, levies, imports, deposits or outlays incurred in respect of carriage of the customer's documents or goods. Should the Customer indicate by endorsement in the space provided on the Consignment Note that the receiver shall be liable for any customs duty the Customer shall be liable for such customs duty in the event of default in payment by the receiver. The Company will not be liable for any penalties imposed or loss or damage incurred due to the Customer's Materials being impounded by customs or similar authorities and the Customer hereby indemnifies the Company against any such penalty or loss. If the receiver refuses to receive any delivery or to pay customs duty if required, the Company shall endeavour to return the Materials to the Customer at the customer's cost.

6. The packaging of the Customer's Materials for transportation is the Customer's responsibility including the placing of the Materials in any container which may be supplied to the Customer by the Company. The Company shall not be liable for any loss, damage to the Materials caused by inadequate or inappropriate packaging. It is the sole responsibility of the Customer to adequately address each consignment of the Materials to enable effective delivery to be made. The Company shall not be liable for delay in forwarding or delivery arising from the Customer's failure to comply with its obligations in this here Term.

7. The Customer is liable for all losses, damages and expenses arising as a result to comply with its obligations under these Terms or as a result of its own negligence.

8. Subject to the Contractor fulfilling its obligations in Term 10, the Customer shall indemnify the Contractor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Contractor arising out of or in connection with:

- (a) any claim made against the Company in respect of damage to property, death or personal injury arising out of or in connection with the storage or handling of any Materials which are Dangerous;
- (b) any claim made against the Contractor arising out of the Customer's failure to comply with any statutory or HMRC requirements, including administrative requirements, concerning the payment of tax, customs or duties in respect of any of the Materials; and
- (c) any claim made against the Contractor for interference with the rights of a third party arising out of or in connection with the storage or handling of any of the Materials.

9. The Company will only carry Materials which are the property of the Customer and the Customer warrants that it is authorised to accept and is accepting these Terms not only on behalf of itself but also as agent for and on behalf of all other persons who are or may hereafter become interested in the Materials. The Customer hereby undertakes to indemnify the Company against any damages, liabilities, costs and expenses resulting from any breach of this warranty.

10. The Company shall take reasonable care of the Customer's Materials whilst they are within its custody or control and shall be liable subject to Term 11 hereof for loss sustained by the Customer due to damage to or loss of the Materials whilst in the Company's custody provided that such loss or damage was due to the negligence of the Company, its servants or agents. Save as aforesaid the Company shall not be liable for the Materials carried by it and any liability is subject to the restrictions in Term 11.

11. The Company shall not be liable for any loss or damage incurred by the Customer due to any delays in the Carriage or delivery of Materials or any Force Majeure Event.

12. The liability of the Company in respect of a breach of Term 10 shall be limited to the payment by the Company by the way of damages of a sum not exceeding £100 or its equivalent per consignment. The restrictions on liability in this Term 12 apply to every liability arising under or in connection with these Terms including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. For all other liability not expressly set out in these Terms, the liability of either party (excluding any indemnities provided) shall be limited to the amount paid by the Customer to the Company in the 12 months preceding the bringing of any claim before a court of competent jurisdiction.

13. Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14. In respect of any liability accepted by the Company under these Terms, loss of the following types are wholly excluded:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; and
- (vii) indirect or consequential loss.

15. "Subject to instructions in writing", acceptance by the Company in writing and payment of additional charges requested by the Company, the Company may accept liability in excess of the limited stated in Term 12 up to the full replacement value as defined in the 'Basis of Valuation' as per Term 16 below.

16. Basis of valuation: For goods and merchandise the value shall be the replacement cost at the time of loss if new. The basis of valuation for new or second-hand documents and/or paperwork shall be the current market value at the time of loss provided that such value will be limited to the actual cost of replacing the documents and/or paperwork excluding any value comprised in any the information contained therein.

17. Any claim brought by a Customer against the Company hereunder in respect of duties and liabilities must be notified by the Customer to an office of the Company in writing within 7 days of the day when the Materials should have reached their destination.

18. The Company is not an air transport undertaking within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation. The Company acts as agents for its customers when consigning documents or goods with a particular airline for onward carriage, and without prejudice to its general right of subrogation hereunder. The Company shall have the right to recover compensation from any airline for loss, damage or expense incurred by any Customer on behalf of that Customer.

19. The Company will not carry (in addition to those items mentioned in Term 2 hereof) dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitates, or any form of uncoined gold and silver ore bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, un cancelled postage or revenue stamps, war savings or thrift stamps, blank or endorsed in blank cashier's cheques, money orders or traveller's cheques, antiques, firearms, foodstuffs, jewellery, pictures, livestock or plants and in the event that any Customer should consign such items with the Company, the Company shall have the right to deal with such items as it shall see fit including the right to abandon Carriage of the same immediately upon the Company having knowledge that such items infringe these Terms. The right of inspection referred to in Term 4 shall also apply for the purposes of this here Term.

20. The Customer indemnifies the Company for any reasonable costs and expenses including storage, taxes, customs duties or other costs incurred by the Company as a result of the Materials failing to meet any of the restrictions described in Terms 2 or 19, any refusal or returned of the Materials or the non-compliance of these Terms.

21. In respect of contracts for storage of the Customer's Materials, the Company excludes all liability for any loss or damage however arising except in circumstances where it is proven that the loss or damage was directly caused by the gross negligence, wilful act or deliberate default of the Company or its employees whilst acting in their capacity as employees of the Company. In respect of gross negligence, wilful act or deliberate default of the Company or its employees, the Company will accept liability to a maximum limit of £100 per tonne.

22. The Company and the Customer shall ensure that they comply in all respects with the provisions of the Data Protection Legislation in relation to all Personal Data made available to each other.

23. The Company shall be data controller in respect of the processing of Personal Data required in the course of the provision of any services to the Customer. For information regarding how the Company processes Personal Data, please refer to the Company's privacy policy which can be found at the Company's website at Amworld.com. In relation to the processing of any Personal Data of any data subjects of the Customer, the Customer warrants and undertakes that it has complied with the Data Protection Legislation, has identified a lawful basis for the provision of such Personal Data to the Company and has provided the data subjects with all information required by the Data Protection Legislation including but not limited to the identity of the Company as a data controller, the purposes of the processing (i.e. the performance of the services by the Company), the categories of Personal Data, the conditions for transfer of Personal Data outside the EEA and the information concerning the data subjects rights. The Customer shall indemnify the Company in respect of any costs, claims, damages, liabilities, penalties incurred by the Company arising from a breach by the Customer of this here Term.

Provided it has complied with Term 10, if the Company is prevented, hindered or delayed in or from performing any of its obligations by a Force Majeure Event, the Company shall be relieved of its obligation to perform the services and shall not otherwise be liable to the Customer for any such failure or delay in the performance of such obligations.

24. A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

25. Nothing in these Terms (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these Terms which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

26. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

27. If any provision or part-provision of these Terms is deemed deleted by virtue of Term 26, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. If an overriding mandatory law applies to any dispute or claim to the extent such law affects any limits of liability specified in these Terms, the limitation of liability shall be the lesser of the limit of liability specified hereunder or the amount of liability determined by the relevant overriding mandatory law.

29. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.