

ADVANCED SUPPLY CHAIN group of companies CONDITIONS OF CONTRACT

IMPORTANT NOTE

THE CUSTOMER'S ATTENTION IS DRAWN TO THESE CONDITIONS, which include clauses that exclude or limit Company's liability (clauses 5 and 16), impose obligations upon the Customer (clauses 2 and 3) and define the time limits for bringing a claim (clause 13).

ANY services undertaken by Advanced Forwarding Limited will be subject to BIFA Standard Trading Conditions 2005A Edition

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions the following terms shall have the meaning assigned to them below:

"Company" means the company within the Advanced Supply Chain group of companies which is supplying the Services (including its successors and assigns).

"Conditions" means these conditions of contract.

"Contract" means a contract between Company and the Customer whether written or oral, relating to the provision of the Services, incorporating these Conditions.

"Customer" means any person or corporate body at whose request or on whose behalf Company undertakes any business or provides advice or information or with whom Company contracts in respect of the performance of the Services.

"Dangerous Goods" means those substances and articles, the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (as varied from time to time) ("ADR") as applied in the United Kingdom, or the carriage of which is authorised strictly in accordance with the conditions prescribed by the ADR.

"Goods" means the goods in respect of which the Customer instructs Company to provide the Services.

"Invoice Value" means the price the Customer or owner of the Goods paid for the Goods or is liable to pay for the Goods, as evidenced by the invoice(s) issued to the Customer or owner of the Goods by its supplier or, if the Customer or owner made the Goods, the cost of manufacturing the Goods as evidenced to the reasonable satisfaction of Company and in each case exclusive of profit for the Customer or owner.

"Services" means the Transport Services and/or Warehousing Services which Company agrees to provide to the Customer as referred to in the relevant Contract, and such other additional services as may be agreed between the parties in writing from time to time.

"Transport Services" means the carriage of Goods by road (and by sea and inland waterway when incidental to road transport) by Company or its contractors or agents in accordance with these Conditions and the Customer's instructions. The Transport Services shall be deemed to begin at the start of loading of the Goods onto the carrying vehicle and shall end on completion of the unloading of the Goods from the carrying vehicle at the final destination or at any intermediate warehouse or for any purpose other than trans-shipment. Provided that if the loading or unloading is to be performed by the Customer or on the Customer's behalf, then the Transport Services shall begin at the start of loading of the Goods onto the carrying vehicle and shall end on completion of the unloading of the Goods from the carrying vehicle.

"Warehousing Services" means the storage of Goods by Company or its contractors or agents and such additional, related services as Company and the Customer may agree in the Contract or otherwise in writing. Those additional services may include processing, boxing, finishing, hanging, tagging, steaming, picking, packing and palletising Goods or such other additional services as may be agreed between the parties in writing from time to time. The Warehousing Services shall be deemed to begin on the physical entry of the Goods into the warehouse facility and shall end at the start of loading of the Goods onto the carrying vehicle or other mode of transport.

1.2 In these Conditions references to:

(a) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

(b) any gender includes every gender and references to the singular include the plural and vice versa as the context requires;

(c) headings will not affect the construction of these Conditions;

(d) the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Conditions Paramount

1.3 Company is not a common carrier, and undertakes all Services subject solely to these Conditions and any other provisions which Company and the Customer expressly agree should form part of the relevant Contract (to the exclusion of all other terms and conditions). These Conditions can be varied only in writing by a director of Company. If a Customer's acceptance document, purchase order or other similar documentation, received by 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. Each request for the Services by the Customer from Company shall be deemed to be an offer by the Customer for the Services subject to these Conditions and acceptance by Company of such a request for the Services from the Customer whether in writing, orally or by commencement or performance of the Services shall be subject to these Conditions.

1.4 Without the prior written agreement of a director of Company, Company will not accept or deal with goods that require special handling in respect of the performance of the Services, whether owing to their value or otherwise, including bullion, coins, precious stones, jewellery, valuables, antiques, pictures, works of art, human remains, livestock, pets or plants. Should the Customer nevertheless deliver any such goods to Company or cause Company to handle or deal with any such goods (otherwise than with such prior agreement) then Company shall have no liability whatsoever for, or in connection with, the goods, howsoever arising.

1.5 Company shall have no liability whatsoever and howsoever arising for, or in connection with, goods which the Customer places into the care or control of Company or its contractors or agents and which are different in nature and/or quantity from those which Company agreed to handle in the relevant Contract.

2. AUTHORITY

2.1 The Customer confirms that it is either the owner of the Goods or the authorised agent of the owner of the Goods and accepts these Conditions not only for itself, but also as agent for and on behalf of the owner of the Goods.

3 CUSTOMER'S WARRANTIES AND INDEMNITIES

3.1 The Customer confirms that:

(a) when presented to Company's employees, contractors or agents, the Goods shall be safe and free from defects and securely and properly packed in compliance with any statutory regulations or official or recognised standards and best practice and in such condition so as to be safely handled, stored or carried and so as to avoid any damage, deterioration or contamination being caused to the Goods themselves during the performance of the Services or any damage, contamination or injury or the likelihood of damage, contamination or injury to any property, persons or any other goods, howsoever arising;

(b) it shall inform Company, in good time, of any special requirements for the handling, storage or transportation of the Goods. If the Customer fails to do so, Company shall have no liability whatsoever in the event of any deterioration, loss or damage to the Goods arising from any such requirement. If the Customer shall, after the date of the Contract, request that any such special

requirements for handling or storage or transportation are introduced, it shall be responsible for all additional costs and expenses incurred by Company in complying with such requirements;

(c) it has paid all applicable duties, taxes and levies to the relevant authority whether in the United Kingdom or elsewhere, in relation to the Goods;

(d) it will fully reimburse Company on demand for all duties and taxes that Company may be required to pay in respect of the Goods;

(e) any equipment that it provides to Company to enable Company to provide the Services is fit for purpose, including that any pallets or other consolidation, transportation or storage device provided by the Customer for use by Company are suitable for the handling, storage or transportation of the Goods in relation to the Services;

(f) any information provided by Company to the Customer in connection with a Contract ("Information") is for the purposes of the Customer only. The Customer shall indemnify Company against all claims, liability (whether arising in contract, tort, duty or otherwise), damage, loss (including direct, indirect and consequential loss), costs and expenses (including legal costs) made against or incurred by Company arising out of any claims brought by a third party in connection with the provision by the Customer, to such third party, of any Information;

(g) proper and accurate instructions and information, required to enable Company to properly perform the Services, are provided to Company in a timely fashion;

(h) all Goods are properly labelled, addressed, stowed and packed to enable Company to properly perform the Services and that the description of the Goods is full and accurate;

(i) except to the extent previously notified in writing to, and confirmed and accepted in writing, by Company, none of the Goods:

(i) are hazardous or contaminated;

(ii) may cause pollution of the environment or harm to human health if they escape from their packaging;

(iii) require any official consent or licence to handle, transport, possess, or otherwise deal with or carry;

(iv) will, at any time, while in the care or control of Company constitute hazardous waste; or

(v) are flammable; and

(j) it will not make or pursue a claim against a director, employee, contractor or agent of Company which imposes or attempts to impose upon such director, employee, contractor or agent any liability in connection with the Services or otherwise and if any such claim should nevertheless be made, then the Customer shall indemnify Company against all consequences thereof.

3.2 The Customer shall indemnify Company against all claims, liability (whether arising in contract, tort, statutory duty or otherwise), damage, loss (including direct, indirect and consequential loss), costs and expenses (including legal costs):

(a) made against or incurred by Company arising out of any breach of contract or breach of these Conditions or negligence or breach of duty by the Customer; or

(b) arising out of Company acting in accordance with the Customer's instructions.

3.3 The Customer shall indemnify Company against all claims, liability (whether arising in contract, tort, statutory duty or otherwise), damage, loss (including direct, indirect and consequential loss), costs and expenses (including legal costs) whatsoever and by whomsoever made in excess of the liability of Company under each Contract, regardless of whether such claims, liability, damage, loss, costs or expenses arise from or in connection with any breach of contract, negligence or breach of duty (or otherwise) of Company, its employees, contractors or agents.

3.4 If Company reasonably suspects a breach of clauses 2 or 3.1, or of any other provision of these Conditions, then it may demand the immediate removal of any of the Goods from Company's premises, or arrange such removal without notice, at the Customer's expense, but without prejudice to any other remedy available to Company whether under these Conditions or otherwise.

4 INSURANCE

4.1 Except as provided by Clause 4.3, Company shall be under no obligation to insure the Goods during the performance of the Services or otherwise and the Customer shall make arrangements to insure the Goods against all risks to the full insurable value thereof. The Goods are at the Customer's risk during the performance of the Services.

4.2 It is agreed by the Customer that Company has no knowledge of the value of the Goods and it is further acknowledged by the Customer that Company's charges are calculated on the basis that (i) insurance to cover the Customer's interest in the Goods during the performance of the Services is readily available and will be obtained by the Customer; and (ii) Company is entitled to limit its liability in accordance with clause 5.

4.3 Upon receipt of express written instructions from the Customer, to be received by Company at least 7 days before the start of the Services, where agreed by a director of Company, Company may act as the Customer's agent to obtain appropriate insurance to cover the Customer's interest in the Goods during the performance of the Services, but strictly subject to the terms of such insurance policy, including all warranties, conditions and exceptions. The Customer's express written instructions must include details of the nature and value of the Goods to be insured, such value to include any applicable tax or duty.

4.4 It is the responsibility of the Customer to fully acquaint itself of the terms of any insurance obtained by Company on behalf of the Customer in accordance with clause 4.3, including all warranties, conditions and exceptions. The Customer is deemed to accept such policy terms.

4.5 Unless otherwise expressly agreed in writing, Company shall not be under any obligation to obtain or arrange separate insurance cover in respect of the Goods but shall be at liberty to declare the Goods on any open or general policy held by Company.

4.6 If the Customer obtains its own insurance in accordance with clause 4.1, then the Customer will ensure that the insurance policy names Company as a co-assured and incorporates a term preventing insurers from pursuing any claim against Company, whether under rights of subrogation, assignment or otherwise. Any failure on the part of the Customer to comply with this clause 4.6 shall constitute a breach of these Conditions and Company shall be relieved of all liability for any loss or damage to the Goods whatsoever and howsoever arising.

5 LIMITATION OF LIABILITY

5.1 The liability of Company whatsoever and howsoever arising under and in relation to these Conditions and any Contract shall be as set out in the remaining provisions of this Clause 5.

Transport Services

5.2 Company's liability for loss, theft, destruction or damage to Goods howsoever and whenever arising during or in connection with the performance of the Transport Services shall not exceed:

(a) the Invoice Value of such lost, stolen, destroyed or damaged Goods; or

(b) the cost of repairing any damage or of reconditioning the Goods; or

(c) the sum of £1300 (thirteen hundred pounds sterling) per tonne on the gross weight of the Goods actually lost, stolen, destroyed or damaged, whichever shall be the lower.

5.3 Company shall have no liability whatsoever (whether arising in contract, tort or otherwise) for the late delivery of Goods or for any other delay whatsoever and howsoever arising. All collection and delivery times or dates provided by Company are estimates only and are provided solely as a guide to assist the Customer. The time for collection and delivery shall not be of the essence.

Warehousing Services

5.4 Company's liability for loss, theft, destruction or damage to Goods howsoever and whenever arising during or in connection with the performance of the Warehousing Services shall not exceed:

(a) the Invoice Value of such lost, stolen, destroyed or damaged Goods; or

(b) the cost of repairing any damage or of reconditioning the Goods; or

(c) the sum of £100 (one hundred pounds sterling) per tonne on the gross weight of the Goods actually lost, stolen, destroyed or damaged; or

(d) the amount of charges (excluding VAT) invoiced by Company for the Warehousing Services to which such loss, theft, destruction or damage to the Goods relates,

whichever shall be the lower.

General Provisions

5.5 Without prejudice to the generality of the foregoing, Company's liability whatsoever and howsoever arising out of or in connection with any obligation upon Company to arrange or procure insurance on behalf of the Customer in accordance with clause 4.3 or otherwise shall not exceed £50,000 in the aggregate in any 1 (one) trading year, starting from the date of Company's agreement to arrange insurance under clause 4.3.

5.6 Subject to clauses 5.2 to 5.5 inclusive, 5.7 and 5.9, the liability of Company in respect of any claim for any other loss or damage whatsoever and howsoever arising shall not exceed the amount of Company's charges in respect of the Services to which the claim or claims relate.

5.7 Nothing in these Conditions shall exclude or limit Company's liability for fraud, death or personal injury caused by its negligence or any other liability which it is not lawfully permitted to exclude or limit.

5.8 All warranties, conditions and other terms implied by statute or common law that may otherwise apply to Company and/or any Contract are to the fullest extent permitted by law, excluded from the Contract.

5.9 Company shall have no liability whatsoever (whether arising in contract, tort or otherwise) for any delay, duties and taxes, loss of profits, loss of market, loss of opportunity, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings; or for any indirect or consequential loss or damage of any kind.

5.10 In the case of loss, theft, destruction or damage to part of the Goods the weight to be taken into consideration in determining the amount to which Company's liability is limited under clauses 5.2 and 5.4 shall be the gross weight of that part only regardless of whether the loss, theft, destruction or damage affects the value of other parts of the Goods.

5.11 Promptly following Company's request, the Customer will provide Company with documentary evidence of the weight and value of the whole of the Goods and of any part thereof lost, stolen, destroyed or damaged.

6 COLLECTION & DELIVERY

6.1 Unless Company has agreed in writing to the contrary, Company shall not be under any obligation to provide any plant, power, labour or equipment for the purposes of loading or unloading the Goods at any place other than at Company's premises. The Customer confirms that any plant, power, labour or equipment required for the purposes of loading or unloading the Goods shall be provided by the Customer or on the Customer's behalf and Company shall have no liability whatsoever and howsoever arising, if Company is instructed to load or unload the Goods without being provided with the appropriate plant, power, labour or equipment by the Customer or on behalf of the Customer.

6.2 Company may choose the means, route and procedure to be followed in the performance of the Services.

6.3 If for any reason the Customer or persons at the nominated destination refuse or fail to accept delivery of any of the Goods when they are tendered for delivery by Company's employees, contractors or agents or if Company's employees, contractors or agents are unable to deliver the Goods at the appropriate time because the Customer has not provided adequate instructions, documents, licences, authorisations or similar, then:

(a) Company shall be deemed to have performed the Transport Services and the Goods may be returned to Company's premises at the Customer's expense;

(b) Company may store the Goods at the Customer's sole risk and the Customer shall be liable for all related costs and expenses (including any additional haulage, storage and insurance costs/expenses); and

(c) Company shall be entitled to provide notice to the Customer at any time pursuant to clauses 10.9 or 10.10 (as applicable) and thereafter sell or otherwise dispose of the Goods in accordance with the terms of those clauses.

7 EMPLOYEES AND SUB-CONTRACTORS

7.1 Company may, in its absolute discretion, sub-contract or otherwise delegate the performance of the Services, whether in whole or in part.

7.2 The carriage of the Goods by rail, sea, inland waterway or air is arranged by Company as agent on behalf of the Customer and shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to perform such carriage. Company shall have no liability whatsoever (whether arising in contract, tort or otherwise) in respect of the carriage of the Goods by rail, sea, inland waterway or air.

8 CHANGE OF CUSTOMER

In respect of the Storage Services only, the Customer may give written authority for the Goods or any part thereof to be transferred by Company to the account of another party on the strict condition that before the effective date of the transfer the other party notifies Company in writing that it is to become the Customer for the purposes of the Services and is to be bound by these Conditions and any notice/instructions previously given by the Customer under clause 4.3. The original Customer agrees to continue to pay Company's charges until receipt by Company of the other party's written notification and acceptance of these Conditions and to pay all sums due to Company (whether outstanding or in the future).

9 CHARGES

9.1 Except as otherwise provided by Company in writing, any price quoted by Company is valid for acceptance by the Customer for a period of 30 days.

9.2 Without prejudice to the generality of the foregoing and to the rights of Company under this Clause 9, Company shall have the right to charge the Customer the cost of any materials or services it purchases at the request of the Customer, together with a 15% uplift.

9.3 Company reserves the right to increase the price of the Services at any time, but no more than once in any given period of 12 months, upon written notice to the Customer, to reflect any increase in the cost of performing the Services to Company, where such increase is beyond the reasonable control of Company, including change in the rate of tax or duty. If the cost of the Services (excluding VAT) increases, in accordance with this clause 9.3, by more than 3% above the percentage change in the Consumer Prices Index, as published by the Office for National Statistics, for the period between:

(a) the month in which the Contract started or, if later, the month in which the price was last increased in accordance with this clause 9.3; and

(b) the month in which the latest price increase is implemented, the Customer shall have the right to cancel the Contract by giving notice to Company within 6 weeks of the date of Company's notice of increase. If Company receives no such notice from the Customer within this 6 week period then the Customer shall be deemed to accept the price increase.

9.4 In the event of any change to the nature, quantity or weight of the Goods or any change to the instructions provided to Company in respect of the performance of the Services or any delay caused by the Customer, then Company shall be entitled to charge any additional or consequential costs or expenses, unless otherwise agreed in writing between the Customer and Company.

9.5 All prices are exclusive of VAT, which shall be charged by Company, and paid by the Customer, at the appropriate rate.

9.6 All Transport Services performed by Company or its employees, contractors or agents are subject to a fuel surcharge, which is set by Company in its absolute discretion. Full details of the current fuel surcharge are available from Company upon request.

10. TERMS OF PAYMENT AND LIEN

10.1 Payment is due from the Customer within 30 days of the date of the invoice or such other period agreed in writing between Company and the Customer. Time for payment shall be of the essence.

10.2 Where delivery of the Goods to the place of destination is not required by the Customer for 14 days or more from the start of the Services, Company may invoice from the date of the Customer's order or instruction and the Customer will pay the invoice in accordance with clause 10.1.

10.3 If Company has reasonable grounds to believe that the Customer may be experiencing financial difficulties or may not be able to pay for the Services in accordance with this clause 10, the Customer shall pay for the Services immediately on request from Company.

10.4 Company may accept or reject any request by the Customer for a credit account. Any credit account is subject to prior agreement in writing between Company and the Customer and subject to such conditions as Company may impose. The continuance of any credit account is at the discretion of Company and Company may cancel such arrangement immediately and without notice.

10.5 Company may, upon notice in writing to the Customer, amend the terms of payment at any time. Except in respect of clause 10.3, Company shall only amend the terms of payment if such amendment is not detrimental to the Customer.

10.6 The Customer shall pay to Company all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off.

10.7 If the Customer fails to make payment on the due date, Company may:

(a) charge interest on the total outstanding amount from the due date of payment until the actual date of payment, at the rate of 2% above the base rate of Barclays Bank plc per month, calculated on a daily basis;

(b) suspend or cancel any or all Services at any time in its absolute discretion and exercise a lien over the Goods in accordance with Clause 10.8;

(c) demand payment for any other Services due in advance but without prejudice to any other remedies available to Company.

10.8 Company shall have a general lien upon all Goods and documents relating to Goods in its custody, control or possession for all sums due at any time from the Customer or owner of the Goods on any account whatsoever, whether relating to Goods belonging to or services provided by or on behalf of the Customer or owner of the Goods. Storage charges shall continue to accrue on any Goods detained under lien and Company shall be entitled to payment of such storage charges and any other expenses reasonably incurred during the period in which the Goods are detained under lien.

10.9 Without prejudice to the generality of the foregoing, Company may at any time upon giving 28 (twenty eight) days notice in writing to the Customer, require the Customer to remove the Goods from the custody, control or possession of Company and to pay all sums due to Company. If the Customer fails to remove the Goods and to pay all sums due to Company, then Company may sell or otherwise dispose of the whole or part of the Goods without further notice and may apply the proceeds of sale towards payment of all sums due to Company and any expenses incurred by reason of such sale or disposal. Any surplus will be paid to the Customer without interest. Company may sell all or any part of the Goods at any time once notice has been served and the prescribed time has expired.

10.10 When the Goods are liable to perish or deteriorate, Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to Company, subject only to Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

11. TERMINATION

11.1 The Customer may terminate any Contract upon the provision of at least 3 months' notice in writing to Company.

11.2 Company may terminate any Contract immediately and at any time upon giving written notice to the Customer.

11.3 Following the termination of the relevant Contract and provided that all sums due to Company (including all costs or expenses incurred as a result of the termination) are paid by the Customer, then the Customer shall be entitled to remove the Goods from the custody or control of Company on such date and at such time, as may be agreed between the parties. In the absence of such an agreement, and otherwise where reasonably necessary, Company may at any time upon notice in writing to the Customer require the removal of the Goods from Company's premises within 28 days from the date of such notice. Storage charges will continue to accrue until the Goods are removed from the custody or control of Company.

11.4 If the Customer fails to collect the Goods (whether pursuant to clause 11.3 or otherwise) or fails to provide Company with adequate or clear instructions in respect of the delivery of the Goods, following the termination of the relevant Contract, then Company shall be entitled to exercise a lien over the Goods in respect of any outstanding charges pursuant to clause 10.8 or sell or otherwise dispose of the Goods pursuant to clauses 10.9 or 10.10, as applicable.

12 GENERAL

12.1 Each and every exclusion or limitation provision contained in these Conditions exists separately and cumulatively.

12.2 If at any time any clause (or part thereof) is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of the remaining clauses (or remaining parts thereof).

12.3 The Goods may be carried, stored or handled with other compatible goods or transferred between stores or premises of Company at any time and as determined by Company.

12.4 Any notice provided by one party to the other ("Recipient") shall be duly delivered if left at or sent by first class post to the last known address of the Recipient or by email to the last known email address. A notice shall:

(a) if posted, be deemed to have been delivered 2 working days after posting;

(b) if sent/delivered by email or personally, be deemed to have been delivered the next working day.

Where a party provides a notice by email, it will also deliver to the Recipient a physical copy of the notice by hand or first class post in accordance with this clause 12.4.

12.5 A person who is not a party to a Contract has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions, but this does not affect any right or remedy of a third party available other than under the Act.

12.6 Company, its employees, contractors or agents, shall, if required, sign a document or electronic record prepared by the Customer or sender acknowledging the receipt of the Goods but the burden of proving the condition of the Goods and their nature, quantity or weight at the time of collection or receipt shall rest with the Customer.

12.7 The Customer shall be liable to pay demurrage for the unreasonable detention of any vehicle, trailer, container or other equipment at Company's current rates of demurrage but the rights of Company against any other person in respect thereof shall remain unaffected.

12.8 Company or its licensor shall own the copyright and all other intellectual property rights in the software, data and materials which it uses in the performance of the Services and the Customer will have no rights in such software, data and materials.

13 TIME LIMITS

13.1 The Customer shall notify Company, in writing, of its intention to bring a claim in respect of or arising out of the performance of the Transport Services within three (3) days of the date upon which the Customer becomes aware, or ought reasonably to have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified within the timeframe set out in this Clause 13.1 shall be deemed to be waived and absolutely time barred, except where the Customer can show that it was impossible for it to comply with this time limit, and that it notified Company of the claim as soon as it was reasonably possible for it to do so.

13.2 The Customer shall notify Company, in writing, of its intention to bring a claim in respect of or arising out of the performance of any Services (other than Transport Services) within 14 days of the date upon which the Customer becomes aware, or ought reasonably to have become aware of any

event or occurrence alleged to give rise to such claim. Any claim not made and notified within the timeframe set out in this Clause 13.2 shall be deemed to be waived and absolutely time barred, except where the Customer can show that it was impossible for it to comply with this time limit, and that it notified Company of the claim as soon as it was reasonably possible for it to do so.

13.3 Notwithstanding the provisions of Clauses 13.1 and 13.2, Company shall, in any event, be discharged of all liability whatsoever and howsoever arising in respect of its performance of the Services, unless an action is commenced and written notice thereof is given by the Customer to Company within 9 months from the date of the event alleged to give rise to a cause of action against Company.

14. DANGEROUS GOODS

14.1 If the Goods are Dangerous Goods, the Customer must disclose this to Company at or before the time of concluding the Contract or in any event at least 5 days before the Goods are to be delivered to Company or collected by Company at the start of the performance of the Services. If Company agrees in writing to accept such Goods for storage or carriage then they must be classified, packed, marked, labelled and documented by the Customer in accordance with the statutory regulations for the storage or carriage by road of the substance declared.

14.2 If the Customer consigns Dangerous Goods to Company without Company's knowledge, if Company subsequently discovers the Dangerous Goods, Company:

- (a) shall have no liability whatsoever for, or in connection with, the unauthorised Dangerous Goods, howsoever arising; and
- (b) may take such steps as it determines to deal with those Dangerous Goods and the Customer will indemnify Company in relation to any associated costs and liabilities.

15 GOVERNING LAW & JURISDICTION

15.1 The Conditions and any Contract to which they apply shall be governed by and construed in accordance with the laws of England and all disputes and claims arising out of or in connection with these Conditions or any Contract to which they apply shall be referred to and determined exclusively by the English courts.

16. FORCE MAJEURE

16.1 Company shall not be deemed to be in breach of these Conditions or any Contract or incur any liability whatsoever to the Customer if the non-performance, part-performance or delay in the performance of the Services or failure to perform any obligation under these Conditions or any Contract is caused by an unforeseeable or unforeseen event beyond the reasonable control of Company (a "Force Majeure Event"), including:

- (a) acts of God, natural or other disasters, explosion, flood, fire, inclement weather, adverse traffic or road accident; or
- (b) war, hostilities (whether declared or not), invasion, acts of foreign enemies; or
- (c) rebellion, revolution, insurrection, terrorist activity, military or usurped power; or
- (d) riot, civil commotion or disorder; or
- (e) acts, restrictions, regulations, by-laws, refusals to grant any licenses or permissions, prohibitions, or measures of any kind on the part of any governmental authority or agency; or
- (f) strikes, lock-outs, or other industrial actions or trade union disputes of whatever nature; or
- (g) seizure, arrest or forfeiture under legal process; or
- (h) import or export regulations or embargoes; or
- (i) difficulty in obtaining raw materials, labour, fuel, parts or machinery.

16.2 Should the Force Majeure Event continue for a period in excess of 28 days then the Customer may give Company written notice to terminate the relevant Contract.

17. WAIVER

17.1 Except as otherwise provided in these Conditions, the failure or delay by either party in exercising any right, power or remedy of that party under these Conditions and the relevant Contract shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any right, power or remedy under these Conditions and the relevant Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy. Any waiver of a breach of, or default under, any of the terms of these Conditions or the relevant Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these Conditions or the relevant Contract.