

CONDITIONS upon which alone all work is done, goods are removed, packed, warehoused and/or shipped by GB Transport hereinafter called the CONTRACTORS

#### 1. PARTIES TO THE CONTRACT AND DEFINITIONS

The contractors enter into the contract by and on behalf of themselves, agents and sub-contractors all of whom shall have benefit of the contract and shall be under no liability to the owner or anyone claiming through him in respect of the goods greater than or in addition to that of THE CONTRACTORS as the principal contractor except when the goods are handled and/or packed for shipment overseas. THE CONTRACTORS their servants agents and sub-contractors liability for loss or damage to the goods shall be terminated from the time that the goods are handed into the custody of any Docks Authority, Ship Owner or Airline. No agent or employee of THE CONTRACTORS shall have any authority to alter in any way these terms and conditions. The client declares that the goods handed to THE CONTRACTOR are either his own encumbered property or that he has the full and absolute authority of all persons owning interest in the goods to enter into the contract and agrees to identify THE CONTRACTORS, agents and sub-contractors against any claims, charges, costs and demands made against him. CLIENT shall mean the owner of the goods or any agents of the owner who contracts for the service of THE CONTRACTORS. GOODS shall mean any article of articles ensured to the contractor for handling warehousing or transportation in accordance with their quotation.

#### 2. QUOTATIONS

Quotations are subject to amendment (a) not excepted within 28 days (b) cost changes in taxation, foreign-exchange rates, freight rates or any other reasons outside the control of the contractors (c) additional goods are removed and/or warehoused (d) goods are collected from or delivered to premises above a second-floor unless previously agreed (e) during the course of the work extra services are supplied at the request of the client (f) delay occurs beyond the control of THE CONTRACTORS.

#### 3. ACCESS TO PREMISES

Unless otherwise stated, it is a condition that (a) the work can be conveniently carried by means of adequate staircases lifts elevators and doorways (b) there is a suitable and practicable road and approach for THE CONTRACTORS vehicles to the door of the premises to and from which the goods are to be removed (c) parking facilities can be arranged. If such conditions are not fulfilled an extra charge will be payable.

#### 4. CLIENTS RESPONSIBILITY

It is the responsibility of the client for (a) In respect of all work.

(i) To see that nothing required to be removed is left behind and that no goods and/or fixtures are removed in error. (ii) To ensure that protection is arranged for goods left in unattended premises or where third parties are present THE CONTRACTORS shall not be liable to damage or loss (howsoever caused) where goods are removed from or delivered to such unattended premises or such other third parties are present. (b) IN RESPECT OF OVERSEAS REMOVALS to meet the cost of all Customs dues and/or times and shall obtain at his own expense all necessary documents, licences, and police or other permits to enable the goods to be exported from the country of origin and to enter and be delivered in the country of destination. The client shall bear all expenses incurred as a result of defaults or delay in producing such documents and shall indemnify THE CONTRACTORS against all claims, fines, costs, charges and expenses incurred THE CONTRACTORS by reason of any errors or omissions in such documents and/or declarations made by THE CONTRACTORS based on information declared by the client.

#### 5. WORK NOT INCLUDED

Unless otherwise agreed in writing THE CONTRACTORS quotation shall not include the taking down or putting up of fittings or fixtures, the disconnection and/or reconnection of appliances and fittings, the lifting or laying of carpets and the movement of deep freezers loaded with goods.

#### 6. DANGEROUS ARTICLES

The client shall not submit for removal, packing, unpacking or warehousing any dangerous weapon, prohibited drugs, damaging or explosive article or substance or for warehousing any article substance likely to encourage vermin or pests or likely to cause infection. If any such item is discovered and THE CONTRACTORS may remove destroy or otherwise dispose of and shall be relieved of liability for any loss to the client arising there from.

#### 7. PAYMENT

Unless otherwise agreed in writing THE CONTRACTORS charges should be due and payable (a) FOR REMOVALS, PACKING AND FORWARDING 7 days prior to commencement of the work (b) WAREHOUSING one month in advance (c) all charges shall be due and payable before the goods are released by THE CONTRACTORS or their agents. When goods are removed from the warehouse, storage charges in respect of any unexpired period will be credited to the Clients account. Charges should be paid to THE CONTRACTORS immediately when due without deduction and payments shall not be withheld or deferred on account of any claim, counter-claim, or set-off.

#### 8. REVISION OF STORAGE CHARGES

Storage charges are subject to periodical revision, THE CONTRACTORS shall give 28 days notice of the revised charge and thereafter any adjustment shall be effective.

#### 9. POSTPONEMENT OR CANCELLATION

If the work is postponed by the Client more than seven working days before the removal was due to take place THE CONTRACTOR shall be entitled to make a charge to the client of the amount representing 15% of the quotation. However, if the notice given is seven days or less the charge levied will be 30% of the quotation.

#### 10. THE INVENTORY OR RECEIPT OF GOODS

THE CONTRACTORS shall upon accepting goods for storage or shipment overseas provide to the client an inventory noting any defects and/or deficiencies as seen at the time of collection or acceptance into the custody of THE CONTRACTORS. Failure to note a defect in the goods shall not be construed as an acceptance that the goods were received in good condition. No claim shall be made in respect of an item not described in the inventory.

#### 11. ADDRESS FOR COMMUNICATIONS

A Client sending goods to be stored or for shipment overseas shall provide an address to which all communications are to be directed and register his or her signature with THE CONTRACTORS for mutual protection. All notices and communications shall be deemed to have been duly served and received seven days after posting to the registered address from which the client last communicated with THE CONTRACTORS.

#### 12. LIEN

THE CONTRACTORS shall have the power to pay all charges claimed by any previous removal storage contractor, carrier or freight forwarder and any other charges, duties, or levies raised upon the goods whatsoever. THE CONTRACTORS shall have a general lien upon all goods in their possession or in the possession of their agents for all monies due to them from the Client or liabilities incurred by them and monies paid on behalf of the Client and if part of the goods shall have been delivered to, removed dispatched or sold the general lien shall apply in respect of such goods as remain in their possession. THE CONTRACTORS shall be entitled to charge a rent during which a lien on the goods is being asserted. If THE CONTRACTORS charge for any works are not paid within two months of submission of their account THE CONTRACTORS shall at any time thereafter upon giving 28 days notice in writing to the Client require the client to remove all goods within the care, custody or control of THE CONTRACTORS and pay all monies then due to them. In the event of the client failing to remove the goods THE CONTRACTORS shall have the power to sell or otherwise dispose of the whole or part of the goods without further notice and apply the proceeds of sale towards payments of all sums due to them and any expenses incurred by reason of the sale or disposal. Any surplus will be paid to the client without interest upon application. THE CONTRACTORS shall be released from all liability whatsoever in relation to goods sold.

#### 13. TERMINATION OF THE CONTRACT

(a) Notwithstanding the provisions of clause 12 providing payments due to THE CONTRACTORS are not in arrears THE CONTRACTORS shall not terminate the contract except for giving three complete calendar months -notice to the Client. (b) The client may at any time terminate the contract by giving it least 14 clear days notice in writing to THE CONTRACTORS but if THE CONTRACTORS are able to agree to release the goods before the expiry of such notice, then their charges for storage shall be payable to the date when the notice would have expired. Additionally THE CONTRACTOR is entitled to charge a handing out fee equal to 4 weeks storage.

#### 14. LIABILITY FOR LOSS AND DAMAGE TO GOODS

THE CLIENT IS RECOMMENDED TO INSURE THE GOODS AGAINST ALL INSURABLE RISKS OR LOSS OR DAMAGE. SEE CLAUSE 21. INSURANCE. OTHERWISE THE FOLLOWING SHALL APPLY

(a) THE CONTRACTORS shall not under any circumstances (however caused including negligence) be liable for any loss, failure to produce, or damage caused by, or arising out of (i) Flood, atmosphere or climatic changes, gradual deterioration, leakage or deficiency of articles of a perishable or leaky nature. Act of God, war, invasion, (whether war be declared or not) civil commotion or riot. (ii) Fire at any premises in which the goods are stored or for any consequential loss, or loss or damage due to causes beyond their immediate control or the act of third parties, whether criminal or otherwise. (b) THE CONTRACTORS SHALL NOT BE LIABLE FOR ANY LOSS OR FAILURE TO PRODUCE OR DAMAGE TO GOODS HANDLED AND/OR PACKED BY THEM FOR OVERSEAS REMOVAL AFTER SUCH GOODS HAVE BEEN DELIVERED INTO THE CUSTODY OF ANY DOCKS AUTHORITY, CONTAINER GROUPAGE CENTRE, SHIPOWNER OR AIRLINE. (c) THE CONTRACTORS shall not be liable for loss or failure to produce or damage to (i) Any goods during transference to or from boat or ferry and transit by water whether on deck or otherwise except whilst with a pantehnicon belonging to or loaded by THE CONTRACTORS. (ii) Any articles contained in furniture or drawers or in any package, bundle, case other container not both packed and unpacked by THE CONTRACTORS employees. (iii) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps of all kinds, manuscripts or other documents, livestock, wines, spirits, tobacco and foodstuffs or perishable goods of any kind unless particularly handed into the care of THE CONTRACTORS foreman and a receipt obtained for same. (iv) Anything removed from a public sale room, unattended premises or where other workmen are present unless a detailed claim in writing is given at the time (time being the essence of the contract). (v) Brittle or fragile articles of any description unless handled, packed and unpacked throughout by THE CONTRACTORS employees. (vi) The mechanism or adjustment of clocks, barometers, pianos, organs, scientific and other instruments, domestic appliances, radio, television or recording and other electrical apparatus or appliances, unless such items have suffered external physical damage whilst being handled by THE CONTRACTOR. (vii) Self-assembly furniture constructed of veneered chipboard, or any reduction in the quality thereof arising as the result of dismantling or reassembly of any such items of furniture. (viii) Deep freezers when loaded with goods or the contents thereof. (d) THE CONTRACTORS liability (if any) to the client shall be limited to either. (i) The cost of repairing or replacing the damaged or missing article or (ii) To the sum of 100 pounds for any one article, suite, service or complete case of owner-packed items or other goods contained and the contents thereof respectively whichever is the smaller sum except that in respect of any article being part of a pair or set when the liability shall not be greater than the value of the one particular part so lost or damaged and irrespective of any special value which such article or articles may have as part of such a pair or set.

#### 15. TIME LIMIT FOR CLAIMS RELATING TO GOODS

All claims for damage to or loss of or failure to produce any goods shall be made in detail in writing (a) as to goods removed from THE CONTRACTORS warehouse by any person other than THE CONTRACTOR at the time the goods are removed and (b) in all other cases within seven days after delivery of the goods alleged to be damaged or in the case of goods alleged to be lost or with THE CONTRACTORS failure to produce within seven days after the time when the goods should, in the ordinary course have been delivered alone or with other goods and THE CONTRACTOR SHALL BE UNDER NO LIABILITY UNLESS SUCH A CLAIM IS SO MADE WITHIN THE TIME STIPULATED (time being the essence of the contract)

#### 16. LIABILITY FOR DAMAGE TO PREMISES AND ITEMS ON SITE

All damage to premises must be pointed out to THE CONTRACTORS foreman in charge at the time and confirmed in writing within 48 hours after the damage is alleged to have occurred (time being the essence of the contract) otherwise THE CONTRACTOR shall not be liable. For maximum liability of THE CONTRACTORS in respect of all such damage shall not exceed £200

#### 17. LIABILITY FOR DELAY IN TRANSIT

Where a time Schedule has been agreed in writing with the Client THE CONTRACTORS will meet expenses reasonably incurred by the Client in consequence of any delay in transit up-to £200. THE CONTRACTORS shall not be liable for any delay arising from any cause outside their direct control.

#### 18. FRUSTRATED DELIVERY

If for any reason the goods are delayed on route by reason of any default or wrong declaration of the client, or if the consignee is unable to receive the goods immediately into premises to which they have been consigned. THE CONTRACTOR shall be at liberty to unload into their own or their Agents or any other suitable warehouse and either in their own name or as the Agent for the Client. THE CONTRACTORS shall be considered as having fulfilled the contract immediately such delivery has taken place. All charges for subsequent storage and ultimate delivery shall be borne by the client.

#### 19. GENERAL INCLUDING SUB-CONTRACTORS CONDITIONS

(a) THE CONTRACTORS may at any time during any removal, transfer the goods from vehicle to vehicle or during storage from one warehouse to another warehouse, THE CONTRACTORS may also decide as to which route or by which means the goods should be carried and may enter into any contract with any other Contractor, Railway, Shipping, Dock or Harbour Company Authority to carry out the whole or any part of the contract and/or to cause all or any part of the goods to be stored by or in the warehouse of another contractor and these conditions shall nevertheless apply thereof. Any deviation from a new route shall not increase THE CONTRACTORS liability. (b) Where it is proved that any loss, damage or delay has occurred whilst the goods were in the care of any carrier employed as sub-contractor, THE CONTRACTOR shall not be liable for such loss, damage or delay unless the same has been caused by their own willful default, in which case their liability is to be determined according to these conditions of contract. (c) In the event of any ship of discharging at a different port from that to which the good were consigned then the charges for handling the goods at such Port and transporting the goods are there from shall be payable by the Client where demanded and before delivery to the Client consignee. (d) Any work of any kind done by THE CONTRACTORS whether in relation to the goods or otherwise shall be done without prejudice to add only upon these conditions which will be deemed to be incorporated in any subsequent contract which may be entered into with regard to such work to be undertaken on behalf of the Client. (e) Any such contractor shall have the benefit of THIS CONTRACT and the Client agrees that the sub-contractors liability shall not be greater than and/or in addition to that of THE CONTRACTORS, as provided for in these conditions. (f) THE CONTRACT shall be deemed to have been entered into the office of THE CONTRACTORS stated on this form and shall be construed and governed by the law of England.

#### 20. ARBITRATION

If any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representatives in respect of any claim or counter-claim put forward on the part of the client against THE CONTRACTORS in connection with or arising out of this contract or any extension thereof the claim shall be referred to the arbitration of a single arbitrator to be agreed by the parties according to the laws for the time being governing the resolution of disputes by arbitration in England. The cost of any such arbitration shall be at the discretion of the arbitrator and the award of such arbitrator shall be a condition precedent to any legal proceedings in a court of law in the respect of any matters hereby agreed to be the subject of arbitration. The arbitration shall unless otherwise agreed be held in the town with THE CONTRACTORS office from which the contract was deemed to have been made of is situated.

#### 21. INSURANCE

THE CLIENT IS RECOMMENDED TO ENSURE THE GOODS AGAINST ALL INSURE RISKS OF PHYSICAL LOSS AND/OR DAMAGE THROUGHOUT THE PERIOD OF THE CONTRACT BY ACCEPTANCE OF THE APPROPRIATE FORM OF INSURANCE MADE AVAILABLE THROUGH THE CONTRACTORS AND FOR WHICH THE PREMIUM COST IS INCORPORATED WITHIN THEIR QUOTATION.

THE CONTRACTORS effect insurance only upon receipt of written instructions and payment of the appropriate premium prior to commencement of the risk. All insurances affected by THE CONTRACTORS subject to the usual terms, limitations and conditions of the policies of the insurance Company or Underwriters taking the risk. Should the insurers dispute their liability for any reason the insured Client shall have recourse against the insurers has only.

IMPORTANT - The goods should at ALL TIMES be insured to the extent of their FULL VALUE. Goods entrusted to THE CONTRACTORS for overseas removal should be insured to the extent of their ESTIMATED FULL REPLACEMENT VALUE IN THE DESTINATION COUNTRY including the cost of exportation. If the goods are under-insured in the event of a claim the amount recoverable from the insurers (whether for repair or replacement) will be adjusted in proportion to the difference between the insured value of the actual value of the goods.