

In consideration of the facility for the provision a credit account (or prepayment) in respect of carriage, shipping, warehousing and other such services offered from time to time by A.I.M. Logistics Limited ("The Carrier") any party which makes a booking ("The Customer") will be bound by terms and conditions set out below.

The Carrier hereby provides to the Customer and the Customer takes carriage and other services from time to time at the Customers request and at the sole discretion of The Carrier in accordance with documentation completed by The Carrier it's employees servants or agents at the time of each [booking] ("The Consignment") subject to all the terms and provisions of this Agreement or any amendment to it notified to the Customer or its authorised signatories from time to time.

1. APPLICABILITY

The terms and conditions shall apply to all work undertaken by the Carrier on behalf of the Customer. These terms and conditions replace any pre-existing terms and conditions and/or working practices.

2. ROAD HAULAGE ASSOCIATION CONDITIONS OF CARRIAGE AND CMR

Save where the terms are varied by the terms and conditions of carriage hereinafter set out (which in the case of duplication shall be binding upon the parties thereto) all movements are subject to the Road Haulage Association (RHA) Conditions of Carriage with the limitation of liability under Clause 11(1)(c) thereof uplifted to £3,000 sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged. In respect of the international carriage of goods by road whereby the place of taking over the goods and the place designated for delivery (as specified in the contract) are situated in two different Countries, the Convention on the Contract for the International Carriage of Goods by Road (CMR) will apply.

3. DELIVERY AND STORAGE

Delivery of the freight to the consignee, carrier or agent nominated by the Customer (or any such person or person purporting to have such authority) shall constitute the end of that movement and neither the Carrier nor it's employee servant or agent shall be concerned to enquire into the authority of such consignee, carrier, agent or other person or persons to accept delivery. Before loading and prior to delivery the vehicles, trailers, pallets, containers, flats and the freight loaded therein or thereon may be warehoused or otherwise held at any place or places, whether or not a usual or proper place of storage (including storage on open ground) at the Customers risk and expense. Where at the appointed time of delivery the consignee, carrier or agent nominated by the Customer or it's employee servant or agent is not available to accept the delivery the consignment shall be left at the point nearest to the original point of delivery at the Customers risk.

4. APPOINTMENT OF THE CARRIER AS AGENT

The Customer shall at the request and cost of The Carrier do and concur in doing and permit to be done in its name or the name of it's appointed agents all and any such acts and things as may be necessary or reasonably required by The Carrier for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from other parties in respect of any loss or damage to or in connection with the Consignment or the Carrier's Vehicle during the period of time the freight is under the control of The Carrier it's employees servants or agents and The Carrier shall account to the Customer for any sums recovered by The Carrier and due to the Customer from such other parties under this clause after setting off any outstanding liability of the Customer to The Carrier

5. UNLOADING FACILITIES

The Customer is responsible for all arrangements to facilitate the unloading of the consignment at the delivery address. The Carrier shall not be under any obligation to provide equipment or labour to facilitate such unloading and any assistance provided by the Carrier's employee servant or agent shall be at the sole risk of the Customer who shall indemnify the Carrier against any claim howsoever arising from such assistance having been provided.

6. PALLETS

The Carrier will not, unless specifically agreed in writing at the time of each order collect any pallets or other goods belonging to the Customer. Any pallets or other storage or distribution equipment belonging to the Carrier and not returned to it will be charged for at its full new replacement value.

7. DAMAGE OR DISCREPANCY

7.1 No claim for damage or discrepancy shall be considered unless:-

- 7.1.1 In cases where the damage or discrepancy was (or should have been) visible the claim is notified to the Carrier immediately such verbal notification to be confirmed in writing to The Carrier within three working hours of delivery of the consignment;
- 7.1.2 In cases where the damage or discrepancy was (or should have been) visible the claim is notified to the Carrier immediately such verbal notification to be confirmed in writing to The Carrier within twenty four working hours of delivery of the consignment where livestock is being transported;
- 7.1.3 Where the damage or discrepancy was not visible on inspection on delivery, where the claim is notified with full details of the alleged damage or discrepancy immediately such goods are received by verbal notification to be confirmed in writing to The Carrier within three working hours of discovery of the alleged damage or discrepancy.
- 7.1.4 Where the damage or discrepancy was not visible on inspection on delivery, where the claim is notified with full details of the alleged damage or discrepancy immediately such goods are received by verbal notification to be confirmed in writing to The Carrier within twenty four working hours of discovery of the alleged damage or discrepancy where livestock is being transported.

the Carrier shall not in any way be liable for damage or discrepancy caused by the defective packing of the goods by the Customer it's employees servants or agents.

8. REJECTION BY CUSTOMER'S CUSTOMER

In the event that the consignment or a reasonable part thereof is rejected by the Customer's customer the Customer shall be responsible for the cost of carriage relating to the return of the consignment to the Distributor's depot or such destination as agreed between the Customer and the Distributor such cost to be at the Distributor's base rate less one third. In connection with such rejected consignment the Customer shall have until 12.00 noon on the day of it's return to inspect such goods and to remove them from the Distributor's premises or organise an alternative delivery for them and after such time the said consignment will be disposed of by the Carrier at the Customers cost.

9. INSURANCE & LIABILITY

Unless agreed as part of the booking arrangements for each consignment and confirmed by the Carrier as being included, the Customer is responsible for all matters relating to insurance in respect of the Freight. The Customer and the Carrier expressly agree that in no event will the Carrier be liable for any indirect or consequential losses howsoever arising, including but not limited to the loss of a particular market or customer.

10. PAYMENTS

The Customer expressly acknowledges liability to pay The Carrier on demand

- 10.1 The charges in respect of the Consignment [the Freight Charges];
- 10.2 any Value Added Tax or local or other taxes payable in respect of any of the above
- 10.3 The Carrier's costs howsoever arising to obtain repayment of all sums due to The Carrier including, but not limited to interest.

11. CREDIT

Invoices will be due and payable within thirty days of date of invoice unless other credit arrangements have been confirmed in writing by The Carrier.

12. DEDUCTIONS FROM ACCOUNTS & SET OFF

All accounts must be paid for in full in sterling. Any charges deducted from payments either by the Customer's or the Carriers bank or other financial institution shall be payable in full by the Customer. The Carrier shall not accept any entitlement howsoever arising by the Customer to set off any claim against monies due to the Customer from The Carrier.

13. CUSTOMERS LIABILITY FOR PAYMENT

- 13.1 If the Freight charges and other lawful costs of The Carrier are not prepaid the Freight is accepted for conveyance subject to the specific agreement on the part of the Customer that the Customer remains liable for the payment of such Freight charges and other lawful costs and without prejudice to any other rights of The Carrier against any third party in respect of such Freight charges and other lawful costs.
- 13.2 All Freight charges and other lawful costs are payable on completion of the movement and remain payable in the event of the loss or damage to part of or the total of the Freight.

14. ACCOUNTS PAYABLE ON DEMAND IN DEFAULT

In the event that the Customer shall default in connection with the payment due for the services provided pursuant to this contract or shall be in breach of the terms of this contract The Carrier shall have the right at its absolute discretion to forthwith determine the credit arrangements made pursuant to this contract and require that the Customer do within seven days of the date of such termination discharge all sums (including interest and costs) to The Carrier.

15. INTEREST

In addition to the Freight and other charges and taxes set out in paragraph 10 hereof the Customer hereby agrees to pay to The Carrier interest on all amounts outstanding from the Customer to The Carrier after the period of credit stated on the invoice provided by The Carrier to the Customer in respect of each Consignment. Such interest to be an amount equal to ten per cent per annum above the base lending rate of Barclays Bank from day to day. The Customer acknowledges that no forbearance on the part of The Carrier in respect of this clause shall be construed as a condition precedent in respect of any future invoices and the liability of the Customer shall be at the sole discretion of The Carrier.

16. POWER TO DETAIN FREIGHT FOR PREVIOUS OUTSTANDING ACCOUNTS

In the event that the Customer shall default in connection with the payment due in connection with services provided pursuant to this contract howsoever arising or shall be in breach of the terms of this contract the Carrier shall have the right at its absolute discretion to detain such vehicles and/or freight carried thereon (whether the property of the Customer or any third party) until all such payments have been paid in full. The Customer acknowledges that no forbearance on the part of The Carrier in respect of this clause shall be construed as a condition precedent in respect of any future invoices and the liability of the Customer shall be at the sole discretion of The Carrier.

17. NO LIABILITY FOR LOSS OR DAMAGE TO CARGO IF DETAINED

In the event that The Carrier shall detain any Vehicle and/or freight carried thereon (whether the property of the Customer or any third party) The Carrier shall not accept any liability (howsoever arising) including but not limited to losses in respect of IQSS or damage to the freight or any part thereof or in respect of late delivery of such freight.

18. PAYMENT OF ALL COSTS RE COLLECTION OF OUTSTANDING ACCOUNTS

In the event that the Customer shall default in making payment to The Carrier in accordance with the credit terms of the Carrier or if the contract between The Carrier and the Customer is determined in accordance with the provisions hereinbefore set out The Carrier shall have the right to charge the Customer all and any such costs as it may incur in the employment of such persons, firms, or companies as it considers necessary to recover such outstanding accounts.

19. INSOLVENCY OF THE CUSTOMER

In the event of the appointment of a receiver, or the commencement of proceedings under the Insolvency Acts in respect of the Customer, or any failure by the Customer to make payment in accordance with the terms of the contract, in addition to the powers herein set out The Carrier shall be entitled to demand forthwith repayment of all sums due irrespective of previously agreed credit periods and interest shall accrue in accordance with the provisions hereinafter set out on such full outstanding balance from the date of such demand.

20. DEFINITION

Any reference here to the singular shall, where the context so admits be construed to include both the male and female gender and the plural as well as the singular and all trading styles howsoever formed.

21. ALTERATIONS AND AMENDMENTS

That addition to or alterations of the terms and-conditions of this Agreement shall be null and void unless agreed in writing by The Carrier

22. SUBMISSION TO ENGLISH LAW

Any dispute relating to the interpretation or execution of this agreement shall be subject to English law and the parties submit to the exclusive jurisdiction of the English Courts.