Irish International Freight Association (IIFA)
Standard Trading Conditions and Warehousing Conditions
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These conditions are the intellectual property of the Irish International Freight Association (IIFA) and may be used by current IIFA members only.

The Customer's attention is drawn to specific Clauses which exclude or limit the Company's liability, those deal with issuing insurance for Goods, those which require the Customer to indemnify the Company in certain circumstances, and those which limit time for bringing a claim.

DEFINITIONS AND APPLICATION

1. In these Conditions:-

"Company"	**CURTIS & LEES LTD** is the IIFA Member trading under these Conditions.
"Customer'	Means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.
"Direct Representative"	The Company acting in the name of and on behalf of the Customer and/or the owner of the Goods with Revenue as defined by Article 18 Regulation (EU) No 952/2013 and Council Regulation 2913/92 establishing the Community Customs code, or as amended.
"Goods"	The cargo to which any business under these conditions relates
"Owner"	Means the Owner of the Goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them.
"Person"	Includes persons or any Body or Bodies Corporate.
"SDR"	Special Drawing Rights as defined by the International Monetary Fund
"Transport Unit"	Packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air

2. (A) Subject to Sub-Paragraph (B) below, all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.

(B) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

3. The Customer warrants that he is either the Owner or the authorised Agent of the Owner and also that he is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner.

4. In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner and Consignee accept these Conditions for themselves and their Agents and for any parties on whose behalf they or their Agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

THE COMPANY

5. (A) Subject to Clauses 13 and 14 below, the Company shall be entitled to procure any or all of its services as an Agent or to provide those services as a Principal.
(B) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as Agent or to be provided by the Company acting as a Contracting Principal.
(C) When acting as an Agent the Company does not make or purport to make any Contract with the Customer for the carriage, storage, packing or handling of any Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing Contracts with Third Parties so that direct contractual relationships are established between the Customer and such Third Parties.
(D) The Company shall on demand by the Customer provide evidence of any Contract entered into as Agent for the Customer. Insofar as the Company may be in default of this obligation, it shall be deemed to have contracted with the Customer as a Principal for the performance of the Customer's instructions.
(E) In all and any dealings with Revenue for and on behalf of the Customer and/or Owner, the Company is deemed to be appointed, and acts as, Direct Representative only.

6. When and to the extent that the Company has contracted as Principal for the performance of any of its services, it undertakes to perform and/or in its own name to procure the performance of those services, and subject always to the totality of these Conditions and in particular to Clauses 27-31 hereof accepts liability for loss of or damage to Goods taken into its charge occurring between the time when it takes the Goods into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the Goods.

7. When and to the extent that the Company in accordance with these Conditions is acting as an Agent on behalf of the Customer, the Company shall be entitled and the Customer hereby expressly authorises the Company to enter into Contracts on behalf of the Customer:-

   i. For the carriage of Goods by any route or means or person;
   ii. For the storage, packing, trans-shipment, loading, unloading or handling of the Goods by any person at any place and for any length of time;
   iii. For the carriage or storage of Goods in or on Transport Units and with other Goods of whatever nature; and
   iv. To do such acts as may in the opinion of the Company, be reasonably necessary in the performance of its obligations in the interests of the Customer.

8. The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of Goods.

9. The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated Companies. In the absence of agreement to the contrary any Contract to which these Conditions apply is made by the Company on its own behalf and also as Agent for and on behalf of any such parent, subsidiary, or associated Company, and any such Company shall be entitled to the benefit of these Conditions.

10 (A) Subject to Sub-Clause (B) below, the Company:

   i. Has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time from the Customer or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien; and

   ii. Shall be entitled, on 21 days' notice in writing to the Customer, to sell or dispose of such Goods or documents as Agent for and at the expense of the Customer and apply the proceeds in or towards the payment of all such sums due;

   iii. Shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and for the costs of sale or disposal and/or dealing and/or storage, the Company shall be discharged of any liability whatsoever in respect of the Goods or documents.

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

11. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.

12. (A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the

Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with the Goods (by sale or otherwise as may be reasonable in all the circumstances):-

i. On 21 days' notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and

ii. Without prior notice, any Goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company or Third Parties or to contravene any applicable laws or regulations.

13. (A) No Insurance will be effected except pursuant to and in accordance with express instructions given in writing by the Customer and all Insurances effected by the Company are subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriters taking the risk. Unless otherwise agreed in writing the Company shall not be under any obligation to effect separate Insurance on the Goods, but may declare it on any open or general Policy held by the Company.

(B) Insofar as the Company agrees to arrange Insurance for the benefit of the Customer and or the Owner, the Company acts solely as Agent for the Customer and or Owner and the Company's liability is subject to the limits of liability contained in Clause 30 hereof.

14. (A) Except under special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of Goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.

(C) The Company shall not be under any liability in respect of such arrangements as are referred to under Sub-Clauses (A) and (B) hereof save where such arrangements are made in writing.

(D) In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed the limits set out in clause 30 (A) (i) of these conditions.

15. Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses incurred and/or suffered as a consequence of passing such advice or information on to any third party and any

other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.

16. (A) Except under special arrangement previously made in writing, the Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such Goods to the Company or cause the Company to handle or deal with any such Goods, otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with such Goods howsoever arising.

(B) The Company may at any time waive its rights and exemptions from liability under Sub-Clause (A) above in respect of any one or more of the categories of Goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer. In any event, the Company's liability in respect of such goods shall not exceed the limits set out in clause 30 of these conditions.

17. Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other Goods, property, life or health, the Company shall where reasonably practicable contact the Customer, but reserves the right at the expense of the Customer to remove or otherwise deal with the Goods.

18. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised and as referred to in clause 30 (D).

THE CUSTOMER

19. (A) The Customer's attention is drawn to both the International Convention for the Safety of Life At Sea 1974 (the "SOLAS Convention"), as amended, requiring the mandatory provision of the verification of the gross mass of packed containers ("VGM"), and also, the guidelines regarding the VGM of a container carrying cargo, as amended.

(B) Unless and to the extent that the Company and the Customer otherwise agree in writing, where the Goods are to be carried in a container:

(i) The Customer shall arrange for the VGM to be provided to the carrier, port authority or such other party as is required

(ii) The Customer shall indemnify the Company and hold the Company harmless from and against any costs, expenses, charges, fines, penalties, indemnities or other losses of whatever nature arising from or in relation to any incorrect or inaccurate information provided by or on behalf of the Customer upon which the Company may rely when providing the VGM.

(C) Where the Company provides the VGM:

(i) The Customer shall pay the Company any charges which the Company may incur or raise arising from the provision of the VGM including, without limitation, any administrative charges or costs raised or incurred by the Company, any carrier, the port operator or the Vessel; and

(ii) The Customer shall indemnify the Company and hold the Company harmless from and against any costs, expenses, charges, fines, penalties, indemnities or other losses of whatever nature arising from or in relation to any incorrect or inaccurate information provided by or on behalf of the Customer upon which the Company may rely when providing the VGM.

(D) Where the VGM is provided by, or on behalf of, the Customer:

(i) The Customer warrants that the Customer or the party providing the VGM on behalf of the Customer is duly authorised by the relevant authority to provide a VGM;

(ii) The Customer warrants that the VGM will be accurate, in a form which meets the local requirements and will be provided in a timely manner;

(iii) The Customer will indemnify the Company and hold the Company harmless from and against any costs, expenses, charges, fines, penalties, indemnities or other losses of whatever nature arising from or in relation to the VGM or any failure or delay in providing a VGM.

20. The Customer warrants:

(A) (i) that the following (furnished by on or behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the VGM of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and

(ii) That any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose, and

(B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled, marked and/or weighed, and that the preparation, packing, stowage, labelling, marking and weighing are appropriate to any operations, carriage or transactions affecting the Goods and the characteristics of the Goods.

(C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon, which includes, (but is not limited to) the Transport Unit having been properly fumigated and/or heat treated and weighed as may be required for the intended carriage.

(D) that where the Company provides the Transport Unit, for loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

21. Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 17 above deliver to the Company or cause the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other Goods, he shall be liable for all loss or damage arising in connection with such Goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.

22. The Customer undertakes that no claim shall be made against any Director, Servant, or Employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

23. The Customer shall save harmless and keep the Company indemnified from and against:-

(A) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer, and

(B) Without derogation from Sub-Clause (A) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and

(C) All claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its Servants, Sub-Contractors or Agents, and

(D) Any losses suffered by the Company its servants or agents including any claims made against the Company its servants or agents, arising out of or in connection with any fraudulent activity by the Customer, and/or the Owner of the Goods, and/or the servants or agents of either. The Company shall not in any circumstances be liable in respect of Goods or for any claim whatsoever where there has been such a fraud.

(E) Any claims of a General Average nature which may be made on the Company.

24. (A) The punctual receipt in full of sums falling due from the Customer to the Company is critical to the operation of the Company’s business and its performance of its obligations to the Customer. Accordingly the Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Time is of the essence of payment of any and all sums payable by the Customer to the Company.

(B) Notwithstanding any agreed credit period, the Company may unilaterally revoke such agreed credit period with immediate effect, so that any and all sums due to the Company become immediately payable.

(C) In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 24(A) above):

i. Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 24(C), would be otherwise be not yet by payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full.

ii. Any sum thereby becoming immediately payable shall be paid to the Company in cash, or as otherwise agreed, and without reduction or deferment on account of any claim, counterclaim or set-off.

iii. No omission to seek compensation for breach of 24(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 24(A) and (B) above during the application of these terms unless agreed in writing by authorised officers of the Company and Customer.

iv. The European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended, shall apply to all sums due from the Customer

25. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

26. Where liability for General Average arises in connection with the Goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

LIABILITY AND LIMITATION

27. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

28. The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:-

(A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;

(B) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.

29. Except under special arrangements previously made in writing by an officer of the Company so authorised**,** the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates or times of the Goods.

30. (A) Subject to Clause 2(B) above and Sub-Clause (D) below the company’s

liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed

(i) **in the case of claims for loss or damage to Goods:**

(a) the value of any Goods lost or damaged, or
(b) a sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (hereinafter referred to as SDR's), per kilo of gross weight of any Goods lost or damaged

whichever shall be the lesser.

(ii) **in the case of all other claims:**

(a) the value of the Goods the subject of the relevant transaction between the Company and its Customer, or
(b) a sum at the rate of two SDR's per kilo of the gross weight of the Goods the subject of the said transaction, or
(c) 75,000 SDR's in respect of any one transaction

whichever shall be the lesser.

For the purposes of Clause 30 (A) the value of the Goods shall be their value when they were or should have been shipped. The value of SDR's shall be calculated as at the date when the claim is received by the Company in writing.

(B) Subject to Sub-Clause (A) above, and Sub-Clause (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of Goods in a reasonable time or (where there is a special arrangement under Clause 29) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.

(C) Save in respect of such loss or damage as is referred to at Sub-Clause (B) and subject to Sub-Clause (A) above and Sub-Clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.

(D) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Sub-Clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

31. (A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this Time Limit and that he has made the claim as soon as it was reasonably possible for him to do so.

(B) Notwithstanding the provisions of Sub-Paragraph (A) above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company

has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

JURISDICTION AND LAW

32. These Conditions and any act or contract to which they apply shall be governed by the laws of the Republic of Ireland and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

IIFA does not accept any responsibility for these conditions which are for use by IIFA Members only.

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WAREHOUSING CONDITIONS OF CONTRACT
CUSTOMER'S UNDERTAKINGS

("The Company") is a member of the Irish International Freight Association, 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

The Customer's attention is drawn specifically to Condition 3. Condition 3 (ii) has been included herein solely to relieve the owner of the Goods (including any associated packing and equipment) the subject of this contract ("the Goods "), or the owner's agent, of the additional costs that the Company would need to include to recover insurance charges were its liability not limited as provided for in Condition 3 (ii). Condition 3 (iii) will become operative at the option of the Customer on the terms provided therein.

WARRANTY OF AGENCY

1. The Customer warrants that it is either the owner of the Goods or is authorised by such owner to accept these Conditions on the owner's behalf.

Customer's Undertakings

2. (i) The Customer undertakes that:-
   - (a) When presented for warehousing, the Goods shall be securely and properly packed in compliance with any statutory regulations or official or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any other Goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.
   - (b) Before presentation of the Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.
   - (c) It will reimburse all duties and taxes that the Company may be required to pay in respect of the Goods , except to the extent that the Company is required to accept responsibility for them in accordance with Condition 3.
   - (d) Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods constitute "Waste" as defined in the Environmental Protection Act 1990.
   - (e) Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.

2. (ii) Notwithstanding any notice under Condition 3 (iii), if there is a breach of contract by the Customer, the Customer will indemnify the

Company against any loss or damage it suffers which is related to the and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra storage 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 of this contract. If the Company suspects a breach of warranty in Condition 1 or of any undertaking in Condition 2 (i), it may demand the immediate removal of any Goods held for the Customer, or itself arrange their removal without notice, at the Customer's expense.

COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES

3. (i) Except as provided in Condition 3(iii) below, the Company does not insure the Goods and the Customer shall make arrangements to cover the Goods against all risks to the full insurable value thereof.

(ii) The Company excludes liability for any claim relating to loss, damage, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or miscompliance with instructions of or to or in connection with the Goods ("Claim"). This exclusion does not apply if a Claim arises from the neglect or wilful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors). In any case, the Company's liability shall not exceed a total of Euro127 per tonne weight of that part of the Goods in respect of which a claim arises. In no case shall the Company be liable for any loss of profit or indirect or consequential loss of any kind.

(iii) The limit of liability in Condition 3 (ii) may be increased by written notice, in which event:-

(a) The Customer shall give written notice to be received by the Company at least 7 days before the date on which the increased liability is required to be operative and shall specify the nature and the maximum value of the Goods to be at risk inclusive of duty and taxes paid or payable thereon. Under no circumstances will the Company's liability to the Customer exceed the value given under this notice.

(b) The Customer shall accept an increase in the Company's charges to cover the costs incurred in insuring against the Company's additional liability hereunder.

(iv) (a) The Company shall not be liable for any Claim unless it has received written notice of the Claim from the Customer within 21 days (7 days in the case of sub-contract carriage) of the cause of the Claim coming to the Customer's knowledge or of the Goods being delivered by the Company to or to the use of the Customer, whichever is the later.

(b) No legal proceedings may be brought against the Company unless they are issued and served, and no counterclaim may be raised unless full written details are received by the Company, within 9 months of the event giving rise to the Claim.

(v) The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Customer's warranties and undertakings (or by any of the circumstances by virtue of which the Company is relieved of its contractual obligations in accordance with Condition 8).

EMPLOYEES AND SUB-CONTRACTORS

4. (i) The Customer and the Owner of the Goods will not take any proceedings against any employee or sub-contractor of the Company for a Claim.

(ii) Without prejudice to Condition 4 (i), if an employee or sub-contractor pays or is liable to make a payment to the Customer or Owner of the Goods in connection with a Claim, the Customer and the Owner of the Goods will each fully indemnify the Company against any claim (including all costs and expenses) by the employee or sub- contractor against the Company for reimbursement of or indemnity against that payment to the extent that it exceeds €127 per tonne weight of that part of the Goods the subject of a Claim or any higher figure agreed under Condition 3(iii).

(iii) In any of the circumstances referred to in Condition 4 (iv) hereof, and otherwise with the written consent of the Customer, the Company shall be entitled to sub-contract all or any part of its business and in this event these Conditions shall apply to such services. The Company shall be entitled to sub-contract with others for the security, cleaning, maintenance, repair and other services and works at the premises where the Goods are located.

(iv) The circumstances referred to in Condition 4 (iii) hereof are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance, requirement of a responsible Authority or any emergency reasonably requiring such action by the Company.

CHANGE OF CUSTOMER

5. The Customer may give written authority for the Goods or any part thereof to be transferred by the Company to the account of another party but subject to the Customer ensuring before the effective date of the transfer that such 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(iii) (a). Further, the Customer agrees to continue to pay the Company's charges until receipt by the Company of the other party's written notification.

CHARGES, PAYMENTS AND LIEN

6. The Company's charges, which may be increased from time to time by at least 21 days prior notice to the Customer, shall be payable free of any deductions 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 the removal of the Goods from the Company's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated at the rate of 2 per cent for each calendar month during all or part of which a payment is overdue. Further, the Company shall have on the Goods a particular lien, as well as a general lien entitling it to retain the Goods as security for payment of all sums due from the customer on any account (relating to the Goods or not). Storage charges shall continue to accrue on any Goods detained under lien.

TERMINATION

7. (i) The Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the Goods within 28 days from the date of such notice or, in the case of perishable Goods , within 3 days.

(ii) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the

Company (notice in accordance with Condition 7 (i) having been given) at the due time, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 28 days, or in the case of perishables within three days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's own risk and expense by the best method reasonably available, and the proceeds of any sale or disposal shall be remitted to the Customer after deduction there from of all expenses and all amounts due to the Company from the Customer on any account.

(iii) In the case of perishable Goods , notice under Condition 7 (ii) may be combined with a notice under Condition 7(i).

FRUSTRATION OF CONTRACT

8. The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the Customer, including any breach by the Customer of these Conditions, or by storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond the reasonable control of the Company.

GENERAL

9. (i) Each exclusion or limitation in these Conditions exists separately and accumulatively.

(ii) When reasonably necessary and at the discretion of the Company the Goods may be carried, stored or handled with other compatible Goods or transferred between stores.

(iii) Any notice or statement of account given by the Company to the Customer shall be duly given if left at or sent by first class post to the last known address of the Customer or by facsimile to the last notified number and such notice or account shall if posted be deemed to have been given 2 working days after posting and, if by facsimile, the next working day.

GOVERNING LAW

10. All contracts between the Company and the Customer shall be governed in all respect by the Laws of the Republic of Ireland and the Customer hereby submits to the exclusive jurisdiction of the Courts of the Republic of Ireland.

OTHER CONDITIONS OF BUSINESS

11. If the business undertaken comprises or includes any of the following activities, then these Conditions shall still apply to the activity except to the extent that they are inconsistent with the Company's own standard terms (if any) for such activity in which case those standard terms shall apply.

(a) Carriage of Goods over public roads (other than in connection with the loading or unloading of the Goods and the transfer of the Goods as referred to in Condition 9 (ii)).

(b) Vehicle repair and maintenance.

(c) Freight Forwarding.

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