

responsible only for transit risks or damage directly attributable to the negligence of the Company, its servants, agents or sub-contractors.

9. Indemnity to the Company

The Customer shall indemnify the Company against:

- 9.1. All consequences suffered by the Company (including but not limited to claims, demands, fines, proceedings, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) due to any error, omission, mis-statement or misrepresentation by the Customer or other owner of the goods or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of goods or fraud as in Condition 12.
- 9.2. All claims and demands whatsoever by whomsoever made whether or not in respect of negligence in excess of the liability of the Company under these Conditions.
- 9.3. All losses suffered by and claims made against the Company in consequence of loss of or damage to property caused by or arising out of the carriage by the Company of Dangerous Goods whether or not declared by the Customer as such.
- 9.4. All claims made upon the Company by H.M. Revenue & Customs in respect of dutiable goods consigned in bond whether or not transport has ended or been suspended.
- 9.5. Indirect or consequential loss of market arising either from delays en route attributable to statutory notifications or from delays caused by H.M. Revenue and Customs inspections.

10. Company's Liability

The Customer shall be deemed to have elected to accept the terms of these Conditions unless it notifies the Company in writing to the contrary 7 days before transit commences. Subject to these Conditions the Company shall be liable for any loss of or destruction of or damage to or misdelivery of goods occasioned during the performance of the contract.

11. Exclusions

Notwithstanding anything contained herein to the contrary, the Company shall not be liable for any loss of or destruction of or damage to or misdelivery of goods occasioned during transport directly or indirectly caused by or arising from:

- 11.1. Act of God
- 11.2. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, revolution, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority.
- 11.3. Seizure under legal process.
- 11.4. Error, act, omission of the Customer or owner of the goods or of the servant or agents of either.
- 11.5. Faulty design, latent defect or inherent defect, condensation, inherent vice or natural deterioration of the goods.
- 11.6. Insufficient or improper packing.
- 11.7. Riots, civil commotion, lock outs, general or partial stoppage or restraint of labour from whatever cause, persons taking part in labour disturbances and any terrorists or any person acting from a political motive.
- 11.8. Consignee not taking or accepting delivery to suit the convenience of the Customer or his customers.

12. Fraud

The Company shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or owner of the goods or the servants or agents of either in respect of that Consignment unless that fraud has been contributed to by the complicity of the Company or of any servant of the Company acting in the course of his employment.

13. Limits of Liability

- 13.1. Except as provided otherwise in these Conditions the liability of the Company in respect of loss of or destruction of or damage to the goods, shall in all circumstances be limited to whichever is the lesser of the following:
 - 13.1.1. The actual value of the goods lost or damaged, or
 - 13.1.2. The cost of making good the damage, or
 - 13.1.3. A sum calculated at the rate of £1,300 Sterling per tonne of the gross weight of the consignment.
 - 13.1.4. Where the loss is in respect of part of a Consignment to the proportion of the sum ascertained in accordance with (13.1.3) of this condition which the actual value of that part of the Consignment bears to the actual value of the whole Consignment.
- 13.2. Notwithstanding the provisions of Condition 13.1 and subject to the exclusions of Condition 9.5 any liability of the Company in respect of indirect consequential loss or damage howsoever arising, including loss of market or loss arising from delay howsoever caused shall be limited to the amount of freight charges in respect of the goods or the amount of the Customer's proved loss, whichever is the smaller.
- 13.3. The Company agrees to increase the limits of liability in sub-paragraphs 13.1. and 13.2. above, subject always to the exclusions in Condition 11 or otherwise in these Conditions, to whatever reasonable limit the Customer requires, provided always that:
 - 13.3.1. The Customer gives notice to the Company sufficiently in advance

of the date on which the goods are to be transported (minimum 7 days) so that the Company can arrange insurance. Such notice to stipulate full particulars of the increased limits which in no case shall exceed the maximum value inclusive of taxes paid or payable on the goods. Where such notice requires the limits of liability in respect of indirect loss, consequential loss or damage to be increased the notice also to include full particulars of the circumstances requiring the increased limit.

- 13.3.2. If the Company's insurers will not for any reason insure the Company's liabilities to the limits required by the Customer, then the Company's liability shall be limited to whatever increased limit of liability is acceptable, if any is acceptable, to its insurers and the Customer shall have no claim against the Company for any amounts in excess of that figure, or figures.

- 13.3.3. In consideration of the Company accepting these increased liabilities the Customer shall pay to the Company the increased cost of insurance incurred by the Company.

14. Time Limits for Claim

The Company shall not be liable for:

- 14.1. Loss from a parcel, package or container or from an unpacked Consignment or for damage to a Consignment or any part of a Consignment unless they are advised thereof in writing otherwise than upon a consignment note or delivery document within 7 days, and the claim is made in writing within 14 days after the termination of the transport contract.
- 14.2. Loss, misdelivery or non-delivery of the whole of a Consignment or of any separate parcel, package or container forming part of a Consignment unless they are advised of the loss, misdelivery or non-delivery in writing otherwise than upon a delivery note or consignment document within 14 days, and the claim is made in writing within 28 days after the commencement of the transport contract.

Provided that if the Customer proves:

 - 14.2.1. It was not reasonably possible for the Customer to advise the Company or make a claim in writing within the time limit applicable and
 - 14.2.2. Such advice or claim was given or made within a reasonable time.The Company shall not have the benefit of the exclusion of liability afforded by this Condition.
- 14.3. The Company shall in any event be discharged from all liability whatsoever in respect of the goods unless suit is brought within one year of the delivery date when they should have been delivered.

15. Demurrage Charges

The Company shall not accept any responsibility for demurrage charges however incurred on cranes, railway wagons, road vehicles, ships or sea craft belonging to or under contract to the Customer or otherwise unless previously agreed in writing.

16. General Lien Clause

The Company shall have a general lien on all goods and all documents relating to all goods in their possession for all sums due at any time from the Customer and/or the owner of the goods whether or not such sums relate to the particular goods and/or documents in the Company's possession which are subject to the said lien.

17. Company's Charges

- 17.1. The Company's charges shall be paid by the Customer net cash against invoice or by arrangement. Counter claims by the Customer are not to be made a reason for deferring payment or withholding sums payable to the Company.
- 17.2. The Customer shall be liable for the Company's standard demurrage charges as quoted in respect of the Company's vehicles and equipment unless otherwise determined in advance of the commencement of the contract.
- 17.3. Where specific equipment or vehicles are required to perform a contract for a Customer this will be reserved for that contract. If the Customer cancels or postpones the contract without prior written agreement with the Company the Customer shall be liable for all costs incurred by the Company as a result of the cancellation or postponement.

18. Jurisdiction Clause

The contract shall be governed by English law.

19. Other Services

If the business undertaken comprises or includes any of the following then the Conditions indicated below shall apply in lieu of the above Conditions insofar as the business specified below is concerned.

Warehousing of goods - the Company's Conditions of Warehousing.

Vehicle repairs and servicing - the Company's Vehicle Repair Conditions.

Freight forwarding - the Company's Freight Forwarding Conditions.

**THESE CONDITIONS MAY ONLY BE USED BY
MEMBERS OF THE ROAD HAULAGE ASSOCIATION**