

Mammoet Ferry Transport (UK) BV – Credit Application Form and T&C



Trading Title (Inc. any abbreviations): _____

Invoice/Statement address:

Bank details:

Account Number: _____

Sort Code: _____

Swift Code: _____

Postcode: _____

IBAN: _____

Telephone number: _____

VAT number: _____

Company registration number: _____

EORI number: _____

Organisation Contact details:

Name: _____

Position: _____

Telephone: _____

Email: _____

Email address for invoices: _____

Payment contact details:

Name: _____

Position: _____

Telephone: _____

Email: _____

Credit limit requested: £ _____

Declaration: I hereby certify that the information contained herein is complete and accurate. This information has been provided with the understanding that it is to be used to determine the amount and conditions of credit to be extended.

In signing this credit application form I am confirming that I have received, read and accepted Mammoet Ferry Transport (UK) BV standard trading terms and conditions. Standard payment terms are invoices payable 30 days from date of invoice. Mammoet Ferry Transport (UK) BV reserves the right to amend payments terms and credit limits at its discretion. **Invoices for duties and taxes are to be settled immediately without exception.** Failure to adhere to payment terms will result in all outstanding charges becoming immediately due and payable. Statutory interest will be applied to the account as per The Late Payment of Commercial Debts (Interest) Act 1998, being 8% above the BoE base rate.

Internal use:

AFAS number: _____

Key code: _____

Credit limit: _____

STANDARD TRADING CONDITIONS OF MAMMOET FERRY TRANSPORT (UK) BV

IMPORTANT NOTICE

These Conditions apply to all dealings between the Customer and the Company.

THE CUSTOMER'S ATTENTION IS DRAWN TO THE FOLLOWING CLAUSES WHICH: EXCLUDE OR LIMIT THE CUSTOMER'S LIABILITY (CLAUSE 4); REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY OR IMPOSE OTHER OBLIGATIONS ON THE CUSTOMER (CLAUSE 6); AND LIMIT THE TIME IN WHICH CLAIMS CAN BE NOTIFIED OR BROUGHT (CLAUSE 17).

It is the responsibility of the Customer to ensure that appropriate insurance cover against all usual risks for the full value of the Goods is procured for the duration of the Services. The Company does not insure Goods.

1. DEFINITIONS

In these Conditions the following terms have the following meanings:

"Company"	means Mammoet Ferry Transport UK BV, or any subsidiary or affiliate thereof which may adopt these Conditions
"Conditions"	means the terms and conditions set out herein
"Credit Period"	means thirty days from the date of any invoice issued by the Company to the Customer or such shorter period as the Company may notify.
Current	means current when the relevant contract is entered into, or if there is no such contract, when the relevant obligation arises.
"Customer"	means any Person at whose request, or on whose behalf work is performed and/or for whose benefit Services or items are provided by the Company
"Dangerous Goods"	means Goods that are or may become of a dangerous, inflammable, radioactive, contaminating or damaging nature and/or any substance of which carriage is prohibited and/or controlled by legislation
"Domestic Road Haulage Services"	means the carriage by road of Goods within the United Kingdom
"Excluded Goods"	means Goods that require special handling, carriage or security, whether owing to their thief attractive nature or otherwise, including but not limited to: Dangerous Goods; bullion, coins, precious stones, jewellery, antiques, pictures, bank notes, securities and other valuable documents or articles. Also human remains, livestock, pets or plants; any Goods likely to harbour or encourage vermin or other pests; and any Goods liable to (or which may be deemed to) taint or affect other Goods or other property or Persons; waste; and Goods which are subject to sanctions imposed by law.
"Goods"	means any article (including also and without limitation any packaging, container, platform or equipment and any documentation, data or records relating to it) accepted by or consigned to the Company for the provision of any service, activity or information by it or on its behalf.
"Interest rate"	means 8% above the base rate of the Bank of England, as set out from time to time or, should such rate cease to exist, such other rate as the Company may specify
"International Road Haulage Services"	means the international carriage of Goods by road where the place of taking over the Goods and the place designated for delivery are situated in two different countries, excluding Domestic Road Haulage Services
"Freight Forwarding Services"	means procuring contracts with third parties on the Customer's behalf for the carriage, storage and/or handling of Goods and any related/ancillary services
"loss"	Includes without limitation any kind of loss or damage, whether or not physical or direct
"Services"	means any services provided, or to be provided, by or on behalf of the Company, including without limitation all or any of Domestic Road Haulage Services, International Road Haulage Services, Freight Forwarding Services and Storage Services and whether or not relating to Goods
"Storage Services"	means the handling and warehousing of Goods other than in the course of carriage
"Owner"	means the owner, shipper and/or consignee of the Goods and/or any other Person who has or may have a legal or equitable interest in the Goods at any given time, and/or any Person acting on their behalf
"Person"	includes any natural person, any body (whether corporate or not), government or any other entity

2. APPLICATION

These Conditions apply to all dealings between the Company and the Customer, (including without limitation any Services) or the Company's failure or deficiency in providing them, whether gratuitous or not. All other terms and conditions, save for those that apply as a matter of law and the provisions of the Company's credit application form and Authority to act as a Direct Representative, are expressly excluded. The Company does not agree to act as a common carrier and only agrees to provide Services in relation to the Goods subject to these Conditions. Where the Company agrees to act as a carrier, it acts as a private carrier subject to these Conditions and reserves the right to refuse to carry Goods. Any liability of the Company, howsoever arising whether in contract, tort, under statute or otherwise, shall be governed by these Conditions. All warranties, conditions and other terms implied by statute or common law that may apply to the Company are to the fullest extent permitted by law excluded from these Conditions. If any part of these Conditions is incompatible with any legislation compulsorily applicable to the Services, then that part of the Conditions shall be overridden to that extent and no further.

3. PARTIES AND CAPACITY

- The Customer warrants that he is either the Owner of the Goods or is the authorised agent of the Owner, and that he accepts these Conditions not only for himself but also as agent for and on behalf of the Owner. Where the Customer is an agent he shall be jointly and severally liable with the Owner.
- The Company's subcontractors and their respective servants and agents shall be entitled to the benefit of the Conditions and shall be under no liability whatsoever to the Customer or anyone claiming through him in respect of the Goods greater than, in addition to or separately from that of the Company under these Conditions. All claims by the Customer or Owner of Goods shall be made against the Company only and they shall indemnify the Company against any claim in excess of the Company's liability as limited by these Conditions.
- All Domestic Road Haulage Services, International Road Haulage Services and Storage Services are provided by the Company as a principal subject to these Conditions.
- All Freight Forwarding Services are provided by the Company as agent only on behalf of the Customer, and the Company assumes no liability as a carrier or principal in respect thereof. The Company shall be a Direct Representative of the Customer.
- The Company shall be entitled to and is expressly authorised by the Customer to enter into all and any contracts on behalf of the Customer as required to fulfil the Customer's instructions, subject where applicable to the trading conditions of, and any terms agreed with, the parties with whom such contracts are made.

4. LIABILITY AND LIMITATION OF LIABILITY

- All Domestic Road Haulage Services are provided subject to the provisions of the Current version of the Road Haulage Association Conditions of Carriage, and the Company is entitled to rely on the provisions, defences, limitations and exclusions of liability contained therein.

- (b) All International Road Haulage Services are provided subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), and the Company is entitled to rely on the provisions, defences, limitations and exclusions of liability contained therein.
- (c) All Storage Services are provided by the Company subject to the provisions of the Current version of the United Kingdom Warehousing Association's Contract Conditions for Logistics, and the Company is entitled to rely on the provisions, defences, limitations and exclusions of liability contained therein.
- (d) All Freight Forwarding Services are provided by the Company as agent only in accordance with clause 3(d) above and subject to the Current version of the British International Freight Association's Standard Trading Conditions, and the Company is entitled to rely on the provisions, defences, limitations and exclusions of liability contained therein.
- (e) Without prejudice to the foregoing, the liability of the Company in respect of any claim howsoever arising in respect of any of the Services or otherwise shall in any case (and subject to the exclusions in 4(h)) be limited to the lesser of:
 - i) the actual amount of the physical loss or damage (not including tax or duty paid);
 - ii) the cost of making good the damage;
 - iii) the limit of liability under the regimes referred to in clauses 4(a)-(d) above, where applicable;
 - iv) a sum calculated at the rate of £1,300 per tonne on the gross weight of the Goods lost or damaged.
- (f) The limitations set out in clause 4(e) shall not apply to any liability of the Company for death or personal injury directly caused by its negligence; or for fraud or fraudulent misrepresentation; or to the extent such limitation is not permitted by law.
- (g) The Company shall have the option of replacing or repairing any article lost or damaged for which they may be liable.
- (h) The Company shall not in any case howsoever arising be responsible for:
 - i) loss of market or goodwill, production, revenue, income, profits or investment opportunities, lost savings, wasted expenditure whether and of such losses be direct or indirect, or for any special, indirect, exemplary, punitive or consequential loss or damage of any kind howsoever arising suffered by the Customer or any other party;
 - ii) any claim by the Customer for indemnity in excess of the exclusions and limitations in these conditions
 - iii) loss or damage or adverse effect arising from or in relation to:
 - a. delay or deviation, howsoever caused, or any other failure to adhere to specified routing, locations, departure or arrival dates;
 - b. any consequence of war/civil war, invasion, an act of foreign enemy (whether war be declared or not), hostilities, rebellion, insurrection, terrorism, military or usurped power of confiscation, requisition, or destruction or damage by order of any government or public or local authority, or seizure or forfeiture under legal process, or articles dropped from aircraft;
 - c. riot, civil commotion, industrial action, strike, lock-out, or general or partial stoppage or restraint of labour;
 - d. any natural deterioration of, or inherent, latent or manufacturing defects in, or characteristics of, Goods or machinery;
 - e. Excluded Goods;
 - f. industrial fallout, contamination, airborne corrosives and/or cleanliness;
 - g. failure of any rope, sling, shackle or any other item of equipment or lifting tackle provided by the Customer for use by the Company unless misuse of such tackle and equipment by the Company is proven;
 - h. instructions by the Customer or any other Person to collect payment on delivery ("c.o.d.");
 - i. compliance with the Customer's or Owner's instructions; and/or any error, act, omission, fraud, misstatement or misrepresentation, or inaccurate, incomplete or misleading information provided, by the Customer or Owner or any other party acting on the Customer's or Owner's behalf;
 - j. insufficient or improper packing, labelling or addressing other than packing, labelling or addressing provided by the Company, and/or any other specifications, marks, weights, numbers, brands, contents, quality or description of Goods, or any change thereto;
 - k. act of God, fire, flood, water or explosion, or any other cause or event which the Company is unable to avoid, or the consequences of which the Company is unable to prevent or mitigate, by the exercise of reasonable diligence.
- (iv) (without prejudice to other exclusions and limitations of liability on the part of the Company) any loss to the extent that it is caused or contributed to by a breach of any of the Customer's obligations, or by a person for whom the Company is not responsible.

(i) Save that nothing in these Conditions shall operate to limit or derogate from any applicable statute or international convention that applies compulsorily by law, in the event of a discrepancy or conflict between these Conditions and any of the regimes referred to in this clause 4, and save as expressly provided at clause 17 below, then the terms of these Conditions shall prevail.

5. CHOICE OF WORK AND SUBCONTRACTING

- (a) Unless otherwise agreed with the Customer, the Company shall have full liberty to employ subcontractors for the performance of the whole or any part of the Services. These Conditions, and the Company's lien, shall nevertheless apply to the Goods during the period in which they are in the custody or control of any such subcontractors.
- (b) The Company reserves to itself full liberty to determine the method, route, location, order of delivery of Goods and/or procedure to be followed in the performance of any of the Services, save where expressly otherwise agreed with the Customer.
- (c) The Company reserves the right to exercise its discretion in the performance of the Services in the event that the Customer, its servants or agents are not available to provide instructions, where required, and to depart from the Customer's instructions in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customer's best interests.

6. CUSTOMER RESPONSIBILITIES AND INDEMNITIES

Without prejudice to the generality of the foregoing, it is a condition of the contract and the Customer warrants and represents that:

- (a) they have read these Conditions in full and accept these Conditions and the reasonableness thereof without reservation;
- (b) they will procure adequate goods in transit and/or static risks insurance against all usual risks to cover the Goods for their full value (including duty and taxes paid) against loss and/or damage for the duration of the Services;
- (c) as consigned and for the duration of the Services all Goods and any property and/or equipment supplied in connection with the Goods are safe, free from defect and fit for purpose; can be safely handled, stored and transported; and will have no actual or deemed adverse effect (whether or not physical damage is caused) on other goods or items carried or stored with them;
- (d) they will notify the Company of any special requirements or instructions in respect of the handling, lifting, storage or transportation or any characteristics of the Goods;
- (e) all Goods have been properly, appropriately and sufficiently prepared, packed, stowed, labelled and/or marked for transit, except to the extent that the Company has agreed to carry this out on the Customer's behalf;
- (f) the description and particulars of any Goods furnished by or on behalf of the Customer are full, accurate and not misleading;
- (g) they will be responsible for any VAT, duty, tax or any other liability that may fall due in respect of the Goods and/or the Services (and insofar as the Company may be required to pay and recover such sums this shall not affect the Customer's liability to pay such sums and indemnify the Company against);
- (h) no claim shall be made against any officer, servant or employee of the Company or its subcontractor or agent which imposes, or attempts to impose, upon them any personal liability in connection with any Services provided by or on behalf of the Company
- (i) they will indemnify and hold the Company harmless in respect of any loss of any kind; expense; wasted expenditure; damage; liability to the Customer or any third party; and against all claims, actions, demands or proceedings whatsoever and by whomsoever made against the Company for loss, damages, costs, fines, duties, penalties, demurrage, expenses or any other relief (including without limitation any liability to indemnify any other Person against claims made against such other Person by the Customer or by the Owner); in each case connected with or arising from:
 - i) any breach by the Customer, its servants, subcontractors, or agents of any of their obligations and/or warranties contained in these Conditions;
 - ii) the Company dealing with and/or handling Excluded Goods or them being consigned to the Company, whether or not with the Company's consent or knowing they are Excluded Goods;
 - iii) any negligence, error, omission, fraud, misstatement or misrepresentation by or on behalf of the Customer, the Owner, or their respective servants, subcontractors or agents;
 - iv) any additional charges incurred and/or raised by the Company in respect of handling, transporting or storing the Goods due to delay or other unforeseen events;

- v) anything done or stated, or omitted to be done or stated, by the Company in accordance with instructions given by or on behalf of the Customer, or arising from the Customer's failure to provide appropriate instructions, authority, agreement, documentation or information promptly when requested or needed;
- vi) any payment by the Company of, or liability to pay, any duty, tax, impost, levy, deposit or any other outlay levied by any authority, whether national or foreign, in relation to the Goods and/or Services, whether or not arising out of or triggered by the negligence of the Company, Customer and/or Owner;
- vii) any claims in excess of the limits of liability set out in clause 4 above howsoever arising and by whomsoever made;
- viii) any claims of a general average nature made against the Company in connection with the Goods and, where liability of a general average nature 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.

7. QUOTATIONS AND RATES

- (a) All quotations and estimates are issued pursuant to these Conditions, are subject to change, and unless otherwise stated are valid for a period of thirty days and are subject to the addition of VAT, insurance, customs duties and all other similar charges, surcharges or taxes.
- (b) Without prejudice to the generality of the foregoing, the Company may at its sole discretion and without notice vary any rate or quotation in the event of:
 - i) any change to freight rates including but not limited to BAF, CAF, and/or MARPOL/SECA surcharges;
 - ii) any change to the specifications of the Goods or to applicable documentation, including but not limited to point of collection, destination, weight and/or dimensions, or if such specifications are found to be different when the Services are performed;
 - iii) any inflationary changes, by reference to the level of the Retail Prices Index as published by the Office for National Statistics;
 - iv) any change to fuel costs, rates of exchange, insurance premiums, environmental charges or policies, maritime legislation; or any other charges applicable to the Goods and/or the Services;
 - v) any previously unknown circumstances coming to light which in the Company's opinion affects the rates which should be charged for the Services.
- (c) The Company reserves the right to charge an all-in fee for all Services, including any Services provided by the Company as agent only, without prejudice to the Company's role as agent.

8. PAYMENT OF CHARGES

- (a) The Customer shall at all times remain liable for the charges payable in respect of the Services, and shall pay to the Company within the Credit Period in full and without deduction or set-off all sums invoiced to the Customer by the Company. The Company has the right in its discretion to reduce the Credit Period or the amount of credit allowed.
- (b) If full payment is not made within the Credit Period, the Company shall be entitled to:
 - i) charge interest on a daily basis at the Interest Rate on any outstanding sums from the end of the Credit Period to the date of payment by cash or cleared funds;
 - ii) cancel or suspend the Services, including the delivery of any Goods belonging to the Customer, until such time as all outstanding debts, including any extra charges incurred as a result of such suspension, are paid by the Customer;
 - iii) treat all other outstanding charges as immediately due and payable;
 - iv) without prejudice to its rights against the Customer, take steps to recover any such overdue sums from the Owner.

9. COUNTERCLAIMS AND SET-OFF

A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable or liabilities incurred to the Company, and in no circumstances shall the Customer be entitled to raise or rely upon a defence of set-off.

10. LIEN; SALE, REMOVAL AND DISPOSAL OF GOODS

- (a) The Company shall have a general lien on all Goods and any property or documentation belonging to, or consigned by or on behalf of, the Customer or the Owner in the Company's possession, custody or control (or that of its subcontractor or agent) for all sums owed at any time by the Customer or the Owner to, or claimed by, the Company. The Customer shall be liable for all storage charges and any other charges that may be incurred in respect of any Goods or property detained under lien, and these Conditions shall continue to apply. Release of part of the Goods or property shall not affect any lien exercised by the Company over the remainder. The Company does not insure Goods or property detained under lien and it remains the Customer's obligation to insure them.
- (b) In the event that the Company is unable to effect delivery of the Goods or any part thereof, the Company may (without obligation to do so) opt to store the Goods pending collection by the Customer or instructions to re-deliver. Any Goods stored pursuant to this clause will be stored at the Customer's sole risk. The Customer shall be liable for all and any charges, costs, loss, liability and expenses incurred in connection with storage and/or re-delivery pursuant to this clause.
- (c) The Company shall be entitled to dispose of or deal with by sale or by any other means at the Customer's expense and as the Customer's agent any Goods and/or any other property detained under lien, or which the Customer has failed to collect promptly on request from or on behalf of the Company, or which the Company has been unable to deliver:
 - i) upon a minimum of 7 days' notice; or
 - ii) immediately and without notice to the Customer if the Customer cannot be contacted or traced and reasonable efforts have been made by the Company to contact any party who may have an interest in the Goods, or if the Goods in question have perished, deteriorated or altered, or it appears that they may do so, or may cause loss, prejudice or damage to any items, property or premises, or to the Company or its servants, agents or subcontractors, or to the Customer or any other third party, or potential prejudice to health and/or safety, or may contravene any applicable standards, laws or regulations.
- (d) The Company is entitled to apply the proceeds of any sale or disposal towards the payment of any sums owing to or claimed by the Company, including any costs of sale, disposal or storage, and shall, upon accounting to the Customer or Owner for any remaining balance, be discharged of any liability whatsoever in respect of the Goods or any other property.

11. CHARGES RELATING TO DEMURRAGE OR DELAY

- (a) Without prejudice to clause 6(i) above, the Customer shall be liable to pay demurrage at the Company's current rate from time to time for detention of or delay to any vehicle, trailer, container or equipment. In no circumstances will the Company be responsible for demurrage charges howsoever incurred or any detention charges levied by any third party, howsoever arising.
- (b) the Customer shall be responsible for all delays arising from failure by it or its representatives to provide appropriate instructions, authority, agreement, documentation or information promptly when requested or needed, and shall pay the Company's charges arising from or for dealing with such delays.

12. INSURANCE

It is the responsibility of the Customer to ensure that he has procured adequate insurance against all normal risks and any risks arising from the nature of the goods or their intended purpose, to cover the full value of the Goods at all material times and to ensure that he is properly protected in respect of his liability to third parties arising out of any defects in his premises, plant and equipment or Goods and he is recommended to confirm the adequacy of such cover with his usual insurers.

13. DANGEROUS AND EXCLUDED GOODS

Without informed prior agreement in writing, the Company will not accept any Excluded Goods and none must be consigned or delivered to the Company. Should any Customer consign or deliver Excluded Goods to the Company, or cause the Company to handle or deal with Excluded Goods, with or without the Company's consent, the Company has the right to deal with the Excluded Goods as it thinks fit, including at its complete discretion to remove and/or dispose of the Excluded Goods at the Customer's and/or Owner's expense, or require the Customer to do so.

14. AUTHORITY TO VARY CONDITIONS

No servant or agent of the Company has authority to add to, alter, vary or qualify these Conditions unless such addition, alteration, variation or qualification is in writing and signed by a duly authorised representative on behalf of the Company.

15. WAIVER

Any failure by the Company to exercise any right, power or remedy under these Conditions shall not in any circumstances impair such right, power or remedy nor operate as a waiver thereof. The single or partial exercise by the Company of any right, power or remedy under these Conditions 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 by the Company of any breach or default by the Customer of these Conditions shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these Conditions. Nothing said or done by the Company (other than to the extent of a specific and express written notification) shall be a waiver of its lien.

16. SEVERABILITY

If any part of these Conditions is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect, then that part of these Conditions shall be removed without affecting or impairing the legality, validity or enforceability of any other part of these Conditions.

17. TIME LIMITS FOR CLAIMS

- (a) The liability regimes incorporated at clause 4(a)-(d) all apply time limits for notifying and bringing claims. In the event that none of those regimes applies, the remainder of this clause 17 shall apply.
- (b) The Company will not accept liability for any loss, damage, or for any claim or potential claim unless notice thereof has been given in writing to the Company:
 - i) in the case of damage to goods, within 7 days of the delivery thereof;
 - ii) in the case of non-delivery, within 14 days of the date when the goods should have been delivered;
 - iii) in all other cases, within 7 days of the event giving rise to the claim.
- (c) Any claim not made and notified in accordance with clause 17(b) shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for the Customer to comply with such time limits and the Customer has made the claim as soon as it was reasonably practicable for the Customer to do so.
- (d) Without prejudice to the foregoing, the Company shall in any event be discharged of all liability whatsoever and howsoever arising unless legal proceedings are issued and served on the Company within nine months from and including the date on which the event to which such claim relates occurred.

18. JURISDICTION

These Conditions and any Services or contract to which they apply shall be governed by and construed in accordance with the laws of England and Wales, and any dispute arising out of or in connection with the Services and/or these Conditions and/or any contract to which the Conditions apply shall be subject to the exclusive jurisdiction of the English Courts.

19. DATA AND CONFIDENTIALITY

- (a) Each party will observe its obligations under the General Data Protection Regulation and other applicable data protection legislation including the Data Protection Act 2018.
- (b) Unless otherwise agreed in writing the Company will be a data processor and the Customer will be the data controller of personal data relating to or supplied by or on behalf of the Customer or consignees of the Goods.
 - (c) The Company will process personal data in accordance with the Customer's written instructions. The Company may use data supplied by or on behalf of the Customer for purposes appropriate to the performance of the Company's obligations, the exercise of the Company's rights or for business planning by the Company. The Company may share data with a Subcontractor as sub-processor (which shall be subject to an equivalent level of protection for data as applies to the Company) for the provision of the Company's services to the Customer, and also share data with any government, regulatory or statutory authority where legally required.
 - (d) Subject to the provisions of this clause and applicable legislation, the Company and the Customer shall each use all reasonable endeavours to keep confidential information or data supplied by or on behalf of the other which is expressed to be confidential or which is of such a nature that it should clearly be regarded as confidential by a reasonable person.

20. CHANGE OF CUSTOMER

If the Customer wishes to transfer the Goods or any part to the account of another person it shall give prior written notice to the Company. The notice shall not be effective unless before the effective date of the transfer the Company agrees in writing to the transfer and the proposed transferee notifies the Company in writing that it wishes to become a customer, is to be bound by these Conditions and understands and accepts the limitation and exclusion of the Company's liability, endorses any information provided by the Customer, and will pay the Company's charges for the period after the effective date. The Customer will pay the charges for the period until the later of the effective date, or acceptance by the Company of the transfer and of the proposed transferee as a customer. In any event the Customer will remain jointly and severally liable for charges and indemnities relating to Goods consigned by it to the Company. The Goods remain subject to any lien which applies at the time of transfer as security for amounts payable to the Company referable to periods before and after the effective date of the transfer.

21. FORCE MAJEURE

The Company shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or anyone acting on its behalf or with its authority or an Interested Party or by storm, flood, fire, explosion, civil disturbance, war, epidemic or pandemic, governmental, regulatory or quasi-governmental action directive or restriction, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the Company.

22. OTHER MATTERS

- (a) Signature on a delivery note by or on behalf of a Customer or its consignee or consignor, or a carrier engaged by or on behalf of any of them, is evidence that the Goods have been received in apparently good order save as noted.
- (b) The Company may open packaging or containers to inspect them or Goods they contain.
- (c) Any notice shall be duly given if left at or sent by first class prepaid post to the last known address of the other party or by facsimile to the last notified number evidenced by a successful transmission record, or by email to the last address notified for the purpose of service. It shall be deemed to have been received: if posted 2 working days after posting (4 working days if sent abroad), and if sent by facsimile or email, one working day after sending subject to confirmation of successful transmission (fax) or delivery (email).

Signature: _____

Date: _____

Name: _____

Position: _____

Note: the authorised signatory must be a Director/Company Secretary