

## NEXUS LOGISTICS LIMITED STANDARD TRADING TERMS & CONDITIONS

All services provided by Nexus are done so in accordance with these Terms & Conditions.

Any variation to these Terms & Conditions is at the sole discretion of Nexus and must be agreed in writing between the parties.

### TERMS & CONDITIONS

LIABILITY OF the carrier (such term to include unless the context otherwise requires its servants, agents, sub contractors and actual carriers)

a) The contract shall be "at limited carrier's risk" (pursuant to the Carriage of Goods Act 1979 hereinafter referred to as "the Act") unless:

i) The contracting party or his agent has signed on the face hereof or on any other document relating to the carriage of the goods a statement in the following terms: "These goods are to be carried at "owner's risk". This means that the carrier will pay no compensation if the goods are lost or damaged unless he intentionally losses or damages them".

ii) There is a contract in writing expressed to be "at owners risk", signed by the parties or their agents relating, but not necessarily exclusively to the carriage of goods, in which case the contract shall be at "Owners Risk".

b) In any case but subject to the provisions of the act which preclude the carrier from limiting or precluding its liability:

i) The Carrier shall not be under any liability, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of negligence or willful act or default of the Carrier or otherwise for any damage or loss, deterioration, misdelivery, delay in delivery or non delivery of the goods (whether the goods are or have been in the possession of the Carrier or not) for any instructions advice, information or service given or provided to any person (including determining the Verified Gross Mass (VGM) of any shipping containers in which goods are stored), whether in respect of the goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay and provided in all cases where the Act precludes exclusion of liability but not limitation of liability, liability shall be limited as if Section 15(i) of the Act applied.

ii) The contracting party will indemnify the Carrier against all claims of any kind whatsoever, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence or willful act or default of the Carrier or otherwise, brought by any matter or thing done, said or omitted by the Carrier in connection with the goods.

THE CARRIER shall be under no liability whatsoever unless:

i) Written notice of any claim, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss is received by the Carrier in connection, within seven days after the date of dispatch.

SECTION 18, 19 and 20 of the Act shall not apply to the Contract.

THE CARRIER reserves the right to refuse carriage for any person or for any class of goods.

ALL TERMS used in this contract shall have the meanings as set out in the Act, and where the conditions contained in this contract differ from the provisions of the Act, then so far as the parties are able the contract prevails over any statutory provision and the parties are deemed to have contracted out of the provisions of the Act and the Carrier shall not be bound by any agreement varying these conditions unless such agreement shall be in writing and signed with due authority on behalf of the Carrier.

THE GOODS shall comply with the requirement of any applicable law relating to the nature, labelling and packaging and carriage of goods and the expenses and charges of the Carrier in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs, excise duty or sales tax, warehouse or other authority or company of the expense, charges, levies or fines arising out of the breach of any applicable law shall be paid by the contracting party.

THE CARRIER may charge freight by weight, measurement or value and may at any time re-weigh or re-measure or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.

EVERY special instruction to the effect that charges shall be paid by the consignee shall be deemed to include a stipulation that if the consignee does not pay the said charges, then the consignor shall pay the said charges.

THE CARRIER may carry or on-forward all goods or have them carried by any method or any person which the Carrier deems fit and notwithstanding any instructions that the goods are to be carried or on-forwarded by another method.

THE contracting party authorises the Carrier to contract either as Principal or as Agent for the carriage of goods and any such contract will be made upon the terms and subject to the conditions of any bill of lading or other forms or terms of contract for carriage, whether by sea, rail or road or air.

FROM the date on which the responsibility of the Carrier ceases as provided by Section 9 (3) of the Act, the Carrier may hold the goods if undelivered as bailee and shall be entitled to storage fees as normal rates charged by the Carrier AND as bailee shall not be under any liability for any loss of or damage to the goods caused. OR in its discretion return the goods to the contracting party at the risk and expense of the contracting party.

THE CONSIGNOR expressly warrants that he is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract and by entering into this contract he accepts these conditions of contract as or for the contracting party as well as for all other persons on whose behalf the contracting party is acting.

ANY NOTICE necessary or required to be given by either party shall be served by sending the same by facsimile transmission (in which case it shall be deemed to have been served at the time of transmission), or prepaid fast post (in which case it shall be deemed to have been served four days after posting).

THE TERMS AND CONDITIONS set out herein shall prevail over the terms and conditions set out in any document used by the contracting party, the owner, or any other person having an interest in the goods and purporting to have a contractual effect.

Freight shall be considered earned as soon as the goods are loaded and dispatched. Should payment in full not be made to the Company by the 20th of the month following invoice, then the client shall pay interest on outstanding monies at the current bank rate commencing from due date of payment. The client will undertake to indemnify Nexus Logistics Ltd and pay all costs and expenses which we may incur recovering from you any overdue account.

WE AUTHORISE any person or company to provide you with such information as you may require in response to your credit enquires.

We further authorise you to furnish to any third party details of this application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you.