

BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS 2025 EDITION

BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS 2025 EDITION © BIFA 2025

These conditions are the intellectual property of the British International Freight Association (BIFA) and are solely for the use by current BIFA members.

THESE CONDITIONS CONTAIN PROVISIONS WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY (CLAUSE 26) AND REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY (CLAUSE 20) AND WHICH PROVIDE TIME LIMITS FOR BRINGING CLAIMS (CLAUSE 27).

1 In these Conditions the following words shall have the following meanings:

"Company"	the BIFA member trading under these Conditions
"Conditions"	Clauses 1 to 28 of these Standard Trading Conditions
"Consignee"	the Person to whom the Goods are consigned, and whether or not that Person is named as Consignee on any carriage document
"Customer"	any Person at whose request or on whose behalf the Company provides advice, information or Services or with whom the Company contracts and regardless of whether that Person is required to make any payment to the Company
"Goods"	any goods which are the subject of Services provided by the Company
"LMAA"	the London Maritime Arbitrators Association
"Owner"	the owner of the Goods or Transport Unit and any other Person who is or may become interested in them
"Person"	natural person(s) or any body or bodies corporate
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund
"Services"	All activities undertaken, offered or procured by the Company in the course of its business, whether gratuitous or for reward
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the storage or carriage of Goods by land, sea, rail or air

2 (A) Subject to sub-clause (B) below, all Services are undertaken subject to these Conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any Services undertaken, these Conditions shall, as regards such Services, 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 Services be overridden to that extent and no further.

3 The Customer warrants that they are either the Owner, or are authorised by the Owner to contract for the Owner on the terms of these Conditions.

4 Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the Services as an agent for the Customer, or, to provide Services as a principal. When the Company contracts as a principal for any Services, it shall have full liberty to perform such Services itself, or, to subcontract on any terms whatsoever, the whole or any part of such Services.

5 The Company has complete discretion as to the means, route and procedure to be followed in the performance of any Services.

6 When the Company acts as an agent on behalf of the Customer, the Company shall be entitled to enter into all and any contracts on behalf of the Customer on such terms as may be necessary or desirable to fulfil the Customer's instructions. Upon a request by the Customer, the Company shall provide evidence of any contract entered into as agent for the Customer.

7 (A) Unless otherwise agreed in writing between the Customer and Company, in all and any dealings with HM Revenue & Customs by the Company on behalf of the Customer:

- (i) where permitted under the Taxation (Cross-border Trade) Act 2018, the Customer empowers the Company to act as a direct customs agent; and
- (ii) in all other cases the Customer empowers the Company to act as an indirect customs agent.

(B) In all cases the Company may appoint a sub-agent to act on behalf of the Customer.

8 (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, whether such Goods or documents be located within or outside the United Kingdom, for all sums due at any time to the Company from the Customer and/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;
- (ii) shall be entitled, on at least 7 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer or Owner and apply the proceeds in or towards the payment of such sums;
- (iii) shall, upon accounting to the Customer or Owner for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing including legal costs and reasonable compensation for internal management time, be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, or where charges incurred in relation to rent and/or storage are likely to exceed the likely sale value, the Company's right to sell or 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.

9 Whether acting as an agent or a principal 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.

10 (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 and/or Consignee and/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 or Owner.

(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) after at least 7 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) without notice, any Goods which have been held by the Company for 14 days and which cannot be delivered as instructed; and
- (ii) without prior notice, any Goods which are comprised within groupage and/or consolidated loads or have perished, deteriorated, or altered, or are in immediate prospect of so doing, such that they may cause or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11 (A) No insurance of the Goods will be arranged by the Company unless clearly stated instructions are given in writing by the Customer and accepted by the Company. Any insurance arranged by the Company shall be placed with insurers on the usual exceptions and conditions of cargo insurance policies and may be declared on any policy available to the Company;

(B) Where the Company agrees to arrange insurance on the Goods, the Company acts as agent for the Customer and shall be entitled to a reasonable arrangement fee and/or commission. The limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12 (A) Unless otherwise agreed in writing by an officer of the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, 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, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A)(ii) of these conditions.

13 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 all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, 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 such prior agreement, the Company shall have no liability whatsoever for or in connection with the Goods, howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing 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, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require it to remove or otherwise deal with the Goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where the Company agrees to accept dangerous goods in accordance with clause 15, the Customer shall be responsible for complying with all applicable laws, regulations and codes of practice, including but not limited to the provision of correctly completed dangerous goods notes, proper labelling and marking of goods and ensuring that the Goods are packaged as necessary. Where a Person other than the Customer has a legal liability to perform any function in respect of dangerous goods then the Customer shall be liable to the Company for the consequences of any breach by that Person.

17 Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes 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, whether declared to the Company or not, the Customer 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.

18 The Customer warrants:

(A) that the following (furnished by or on behalf of the Customer) are full and accurate: the description and particulars of any Goods including correct customs commodity codes; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass 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;

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

(C) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions likely to affect the Goods and the characteristics of the Goods;

(D) 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;

(E) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit has been carefully examined and that the Customer is satisfied that it is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

(F) where the Company provides assistance to the Customer in relation to the completion and/or submission of any entries, declarations or similar, whether related to customs formalities, veterinary requirements, transit bonds, excise formalities, security or safety declarations or any other statement, declaration or entry of similar nature related to the Goods and their

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- movement, the Customer shall provide complete, factual and accurate data as required by the Company or their agents and fulfil its legal obligations;
- (G) where the Company is instructed to make a customs entry on the basis that import VAT is to be postponed, the Customer warrants that they are entitled to postpone VAT and will comply with all related regulatory requirements;
- (H) that the value of the Goods and the nature of the transaction by which the Goods are being imported/exported is fully and accurately described to the Company and that any commercial invoice reflecting the value of the Goods is an invoice issued by a true seller to a true buyer reflecting the real sum payable;
- (I) unless disclosed in writing to the Company neither the Goods, the Customer, the Owner nor any Person connected with the carriage of Goods are the subject of any trade sanctions or restrictions imposed by the UK, the EU, the USA or any other government or authority.
- 19** 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, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 20** The Customer shall indemnify the Company for:
- (A) all charges, costs and expenses whatsoever (including but not limited to quay rent, demurrage or storage charges, duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied in relation to the Goods) arising out of the Company acting in accordance or in connection with the Customer's instructions, and any liability, loss or damage arising from any breach by the Customer of any warranty or other obligation contained in these Conditions, or from the negligence of the Customer;
- (B) any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party;
- (C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these Conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents.
- 21** (A) 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. Where the Customer makes a payment to the Company without providing instructions for the allocation of that payment then the Company has complete discretion as to the allocation and the allocation made by the Company shall be final and binding;
- (B) Where the Company offers the Customer any period of credit in relation to the payment of sums payable to the Company, any such credit may be varied or withdrawn at the Company's absolute discretion with immediate effect upon written notice;
- (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 21(A) above) any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(C), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full in accordance with clause 21(A);
- (D) Unless otherwise agreed in writing the Customer shall be absolutely barred from challenging the value of any invoice issued by the Company unless it gives written notice of the basis for the dispute before the later of (a) the date that the invoice became due for payment; or (b) 30 days from the invoice being delivered and that part of the invoice that cannot reasonably be disputed is paid within the date that the invoice became due for payment;
- (E) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- 22** Where a security demand is made for general average or salvage in respect of a Customer's Goods, the Customer shall promptly provide security in a form reasonably required by the Company or any carrier or salvor and the Customer shall indemnify the Company for any liability incurred by the Company in the nature of general average or salvage related to the Customer's Goods.
- 23** The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
- 24** 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; or
- (B) any cause or event which the Company, by the exercise of reasonable diligence, is unable to avoid and the consequences of which it is unable to prevent.
- 25** Unless it is expressly agreed in writing that the provisions of this clause 25 shall not apply, the Company has no liability for a failure to adhere to agreed departure or arrival dates of Goods, regardless of the cause.
- 26** (A) The Company's liability howsoever arising and including negligence and notwithstanding that the cause of loss or damage may be unexplained, shall not exceed:
- (i) in the case of claims arising out of loss or damage to Goods (including arising out of mis-delivery), the lesser of:
- (a) the value of any Goods lost or damaged; or
- (b) a sum at the rate of 2 SDR per kilo of the gross weight of the Goods lost or damaged.
- (ii) subject to the provisions of clauses 26(B) to (D) in the case of all other claims, the lesser of:
- (a) the value of any loss of the Customer; or
- (b) a sum equivalent to 2 SDR per kilo of the weight of the Goods which were the subject of the Services giving rise to the claim; or
- (c) 75,000 SDR.
- (iii) With respect to clause 26(A)(ii) where the Customer has two or more claims that arise out of a breach or a series of breaches that are repetitions of or represent the continuation of the original breach the Company's total liability arising therefrom shall not exceed 75,000 SDR in a calendar year. A calendar year shall start on the date that the first breach occurs.
- For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, received for shipment or storage by or on behalf of the Company. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.
- (B) 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 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatsoever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant carriage;
- (C) The Company shall not in any circumstances whatsoever or howsoever caused, including negligence or mis-delivery be liable for direct or indirect loss of profit, revenue, market or use, demurrage or detention, or the consequences of delay or deviation, or for any other indirect loss or for consequential loss;
- (D) On clearly stated instructions in writing declaring the commodity and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clause 26(A) 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. A declaration of value, without a specific agreement to alter the liability limits, shall never be a basis for a variation of the limits of liability herein.
- 27** (A) Any claim by the Customer against the Company arising in respect of any Services shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or ought reasonably to 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 them to comply with this time limit, and that they have made the claim as soon as it was reasonably possible for them to do so.
- (B) The Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Services, unless suit be brought and written notice thereof given to the Company:
- (i) in the case of a claim arising out of the loss, damage, mis-delivery or delay of Goods, within nine months from the date that the Goods were delivered, or where no delivery occurred the date on which the Goods had been intended by the Company to be available for delivery;
- (ii) in all other cases, within nine months from the date of the Services alleged to give rise to the cause of action against the Company, or where the Customer can show that it was impossible to comply with this time limit, within six months of the date that the Customer became aware, or acting with reasonable diligence ought to have been aware, of the event or occurrence alleged to give rise to a cause of action against the Company.
- (C) For the purposes of clause 27(B)(i):
- (i) where delivery of the Goods does not occur within 7 days of the Goods being available for delivery, the nine month period shall commence on the 8th day after the Goods were available for delivery; and
- (ii) the date that the Company intended the Goods to be available for delivery shall be the Company's estimated date of arrival of the Goods into the country of destination as advised to the Customer, or where there was no such date, the date upon which the vessel, vehicle or aircraft intended to deliver the Goods to the country of destination was scheduled to arrive.
- 28** (A) These Conditions and any act or contract to which they apply shall be governed by English law;
- (B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) and (D) below, be subject to the exclusive jurisdiction of the English courts;
- (C) Where the Company and/or a Customer are located in Scotland or Northern Ireland the Company is entitled to commence proceedings in the courts of the country where the Company or Customer is located;
- (D) Notwithstanding (B) and (C) above, prior to the commencement of any court proceedings, the Company is entitled to require any dispute to be determined by arbitration, conducted as follows:
- (i) where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (ii) where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (iii) where neither (i) nor (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.
- (E) Disputes between the same parties arising out of more than one contract or act may be brought together in a single arbitration.

UKWA LTD CONTRACT CONDITIONS FOR WAREHOUSING AND LOGISTICS (2024) (Valid from 01 April 2026 – 30 April 2027)

These conditions are copyright and reserved for use by current UKWA (UK Warehousing Association) members.

The Company provides all items and services on the following Conditions which can be varied only in writing by an Officer of the Company.

The Company is a member of UKWA and is not a common carrier.

If a Customer's acceptance document, purchase order or other communication, received by the Company before or after notification of these Conditions, contains terms at variance with these Conditions, then every such term shall be of no effect.

IMPORTANT NOTE

CONDITION 3 EXCLUDES THE COMPANY'S LIABILITY FOR SOME ASPECTS OF LOSS AND LIMITS IT FOR THE REMAINDER, WITH TIME LIMITS FOR CLAIMS. PLEASE READ IT CAREFULLY.

The Customer must insure the Goods. The Company does not insure Goods or underwrite their value and may not know their nature or value; the rates charged reflect this. The exclusion and limitation of liability in Condition 3 minimises the amount that the Company would otherwise need to charge to recover its insurance costs (or an amount in lieu to reflect risk).

THE COMPANY'S OBLIGATIONS

1.1. The Company will provide its services with reasonable skill and care. In the absence of written instruction to the Company given a reasonable time in advance with sufficient warning and detail, no particular precautions nor any special treatment need be taken or provided for the Goods by the Company or its subcontractors, nor shall time be of the essence for performance by the Company.

1.2. In the case of bulk Goods, unless the parties have agreed otherwise the Company may deal with and/or mix apparently similar goods consigned by or for the Customer without distinguishing between consignments.

1.3. In the case of carriage by the Company, its responsibility for the Goods starts when loading on the vehicle is complete and ends when the Goods are tendered for unloading. In the case of storage and / or processing it starts when they are accepted into store by the Company and ends when they are tendered by the Company or its subcontractors for collection, or the Company becomes aware of the grounds for their removal under Condition 2.2 or on the expiry of notice under Condition 7.1 or 7.2. Unless the contract between the parties provides otherwise, the Company is not responsible for loading or unloading the Goods but where the Company provides storage and carriage it shall also be responsible for the Goods while they are transferred from its vehicle into its store and vice versa. In the case of forwarding, the Company's responsibility is only to engage or propose apparently competent contractors and to give them adequate instructions (on the basis of, and limited to, matters known to the Company) in relation to the Goods; and in this case, or where the contract is for advice, it is not responsible for the Goods themselves.

1.4. The Company's duty is to the Customer only and not to any third party. Any advice given is only guidance and is for the Customer only and cannot be relied on by any other party.

1.5. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in dealing, or engaging others to deal, with the Goods.

1.6. For the purposes of the Fulfilment House Due Diligence Scheme and other matters relating to tax, excise, customs or duties, the Company acts as the direct representative of the Customer unless otherwise agreed in writing.

1.7. Except to the extent stipulated by the contract between the parties, the Company shall not be required to have any particular resource or configuration of security or surveillance devices on or around its premises. Cameras and other surveillance devices are for the purposes of record keeping only and the Company shall not be required to have them contemporaneously or regularly monitored.

1.8. Except to the extent expressly agreed between the parties, the Company is not responsible for stock rotation or consolidation in respect of Goods, and it is for the Customer to request specific action in writing and to pay the Company's charges for it.

CUSTOMER'S UNDERTAKINGS

2.1. It is a condition of the contract, and the Customer represents, warrants and undertakes, that:-

2.1.1 It is either the owner of the Goods, or is authorised by the owner to accept these Conditions on the owner's behalf.

2.1.2 The Goods shall be presented to the Company (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognised standards and good practice; and that they and any Goods Transport Unit are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, property, the environment, drains or watercourses, equipment or to any other items in any way. Where the Company is performing an operation or process on the Goods, they will be delivered to the Company in a condition where that operation or process can be done without further work (other than unpacking) by the Company.

2.1.3 Before the Company assumes any responsibility for or by reference to the Goods, the Customer will inform the Company in writing of any relevant matters; including any special precautions necessitated by the nature, size or shape, weight, condition or potential for deterioration of the Goods and any statutory or other requirements relevant to the Goods with which the Company or others may need to comply; and will promptly after invoicing pay the Company's reasonable extra charges for complying.

2.1.4 It will promptly on demand indemnify the Company against all duties, taxes, excise, customs and any other expenses that the Company has paid or may be required to pay in respect of the Goods; including where the liability to pay them is triggered by the fault, act or omission of the Company or its employees or sub-contractors.

2.1.5 The Goods will be delivered to the Company, and will remain, in a condition where they can be safely handled, stored or carried by the Company and the carrier of any despatch by the Company; and safely handled, stored or used by the consignee. Except to the extent previously notified in detail to, and accepted by, the Company in writing none of the Goods: are or may become or be deemed to be, (actually or potentially) hazardous, deleterious, contaminating or contaminated; may cause pollution of the environment, damage to property or other items or substances or harm to human health if they or any emanation escape from their packaging; require any official consent or licence (or would

be illegal for the Company) to handle, possess, deal with or carry; or will at any time whilst in the possession, care or control of the Company constitute Waste. This provision applies whether or not the Company has inspected the Goods or opened any packaging.

2.1.6 The Customer will provide a risk assessment and/or method statement appropriate for handling the Goods. Where the Company is carrying the Goods, then unless otherwise previously agreed in writing the Customer will provide suitable facilities, equipment and methods for, and will procure, safe and prompt loading and unloading of the Goods at, any location not occupied by the Company in which they are being handled.

2.1.7 It will comply with any reasonable requirements of the Company relating to handling, packing, carriage, storage or forwarding of Goods (and ancillary matters) which are notified in writing from time to time.

2.1.8 Information given by or on its behalf shall be timely, correct and complete. The Customer will provide promptly any documentation, instructions or information which is relevant to the Goods, to any interest in them, to any services provided or to be provided by the Company, or to any actual or anticipated obligation of the Company related to either the Goods or the Customer. It will do so when, and in a format, reasonably requested by or on behalf of the Company; and in any case promptly on its own initiative when it becomes aware of any such thing material to the interests of the Company.

2.1.9 The Customer will be responsible for instructing the Company in writing on the order of stock removals and other specific action and the Company shall be entitled to charge for such work.

2.1.10 The Customer will not without the informed prior written consent of the Company consign Goods to the Company (or procure it) in circumstances where the Company may be held or deemed to have placed them on the market for the purposes of the General Product Safety Regulations 2005 or equivalent legislation.

2.2 The Customer will indemnify the Company against any expense, loss, claim or damage it suffers as a result of the Customer's instructions (or failure to give instructions or information); or which is related to any breach of the Customer's obligations to the Company or any other person or under the law; or to the Customer's insolvency, or complying with the instructions of a competent authority in respect of the Goods, or which arises from the application of general average; and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with such matters and their consequences. The Customer will pay an extra charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a consequence of compliance with the instructions, or of acts or omissions, of the Customer. If the Company suspects a breach of Condition 2, it may refuse to accept the Goods, demand their immediate removal, or itself arrange their removal without notice, at the Customer's expense.

INSURANCE, INDEMNITIES, AND THE COMPANY'S LIABILITY

3.1 Unless expressly agreed, the Company does not insure the Goods and the Customer shall make arrangements to cover the Goods against all insurable risks to their full insurable value (including all duties and taxes. The insurance referred to in Condition 3.5 is insurance against the Company's potential liability for breach of its obligations and not to cover the Goods themselves against loss, damage, etc .

3.2 Subject to Condition 3.3, the Company shall have no liability for Loss however arising.

3.3 If and to the extent that Loss is directly caused by negligence or wilful act or default of, or breach of duty owed to the Customer by, the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as sub-contractors or agents) and subject to Conditions 3.4,

3.7 and 3.8, the Company will accept liability for Loss assessed on normal legal principles but not exceeding the Limit fixed pursuant to Condition 3.5. Any quantification of amount or value includes duties and taxes.

3.4 In no case shall the Company be liable for any lost profit, income or savings, business interruption, wasted expenditure, liquidated damages, or indirect or consequential loss; whoever may suffer or incur it.

3.5 In no case shall any liability of the Company (including inter alia any liability in respect of duties and taxes) exceed the Limit, fixed as follows:-

3.5.1 Where potential Loss relates to Goods, the Customer may nominate the Limit as an amount (in Sterling, US Dollars or Euros) per tonne weight of the Goods by notice in writing stating the Limit it seeks and the nature and maximum value of the Goods, including duty and taxes. The Limit so nominated by the Customer shall apply in respect of any cause of action arising after the Date and thereafter for the period in which the nomination, and insurance to cover the Limit nominated, remains in effect. Unless (and until the day after) the Date is reached, 3.5.4 shall apply. The nomination shall cease to have effect in relation to Goods where the Company's lien is enforced over them or notice has been given by the Company to remove them under Condition 7 but has not been complied with, or the Customer gives notice in writing to that effect. Where the Company chooses to carry the further risk itself pursuant to 3.5.2, it may give 14 days notice in writing that the nominated Limit will cease to be in effect.

3.5.2 The Company will make reasonable efforts to obtain insurance on reasonable terms to cover its liability up to the Limit nominated by the Customer, unless it chooses to bear the risk without further insurance cover. It is a condition of the contract that the Customer pays within 7 days of receiving it or them the Company's invoice(s) for its costs in insuring against its potential liability up to the Limit, and/or to the extent that the Company elects to carry the risk itself, its extra charge to reflect its evaluation of the risk thus incurred.

3.5.3 If the Company obtains or extends insurance under 3.5.1 / 3.5.2 but the insurer does not pay the whole of a claim for a reason not arising directly and substantially from an act or default of the Company, then subject to 3.5.4 and 3.8, the Company's liability will be the greater of the gross amount actually paid by the insurer in respect of the claim or a Limit of £100 sterling per tonne.

3.5.4 Unless and until a higher Limit has been fixed under Condition 3.5.1 / 3.5.2 and continues in effect, or in any circumstances relating to Goods held under lien or which have not been removed in breach of Condition 7, the Limit shall be £100 sterling per tonne.

3.5.5 Where Loss does not relate directly to Goods (for example alleged negligent advice or data protection irregularities) the Limit applicable shall be £1000 per incident or series of connected incidents; but the Company does not limit or exclude direct liability for death or personal injury caused by its own act or default or that of its employees or agents.

3.6 Without prejudice to the Company's rights under Condition 6 to be paid free from deduction or set-off, any limitation of liability on the part of the Company shall be applied to any claim by the Customer before any set off or counterclaim is asserted against money payable to the Company.

3.7.1 The Company shall be discharged from all liability for any claim unless: it has received written notice of it within 10 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee; and

it has received, within 21 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee, sufficient detail in writing to enable investigation. In the case of failure to deliver, time shall run from the second working day after the expected date of delivery.

3.7.2 Without prejudice to 3.7.1, the Company shall be discharged from all liability for any claim unless any legal proceedings (including any counterclaim) against the Company relating to the claim are issued and served within 9 months of the event giving rise to the claim.

3.8 The Company shall not be liable for 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, or by any of the circumstances by virtue of which the Company is relieved of its obligations under Condition 8.

3.9 Any degree of performance by the Company of its obligations shall negate any allegation that it is refusing to perform them.

3.10 No Interested Party will make a claim or issue proceedings in respect of Loss against any Additional Party.

3.11 Without prejudice to Condition 3.10, if an Additional Party pays or is liable to make a payment to an Interested Party in connection with a claim for Loss, that Interested Party will fully indemnify the Company against any claim made by the Additional Party (including inter alia all costs and expenses) against the Company for reimbursement of, contribution to or indemnity against that payment to the extent that the claim added to any direct liability of the Company, and payments made by it, to all Interested Parties exceeds the Limit applicable to the Loss giving rise to the claim.

VARIATION IN LOCATION AND SUB-CONTRACTING,

4.1 The Company shall be entitled to sub-contract on reasonable or industry standard terms all or any part of its obligations and in this event these Conditions shall continue to apply as between the Company and the Customer. Where the place at which Goods are to be handled or stored has been designated, the Company may if reasonable to do so vary such place, so long as the substitute place is of at least comparable quality. However, except where urgent the Company will obtain the Customer's consent (not to be unreasonably withheld or delayed) before storage is subcontracted or the designated place of storage is varied and will notify the Customer of the location of the Goods.

4.2 Where the Company provides carriage, it is entitled to hold Goods overnight or temporarily, or (where appropriate) consolidate or split them, at such interim destination as it chooses before the Goods are received into any designated store.

CHANGE OF CUSTOMER

5. 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 proposed transferee notifies the Company in writing that it wishes to become a customer, is to be bound by these Conditions and by any notice given under Condition 3, endorses any information provided by the Customer, will pay the Company's charges for the period after the effective date and the Company agrees in writing to the transfer. The Customer will pay the charges for the period until the later of the effective date, or acceptance by the Company of the notice and of the proposed transferee as a customer. In any event the Customer will remain jointly 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.

CHARGES, PAYMENTS AND LIEN

6.1 The Company's charges are subject to VAT and may be increased by prior notice to the Customer. The notice shall be at least 7 days for increases reflecting any rise in fuel costs and at least 21 days otherwise. If the Customer does not agree to the increase it

shall notify the Company in writing and will remove the Goods within 21 days after receipt of the Company's notice. If the Goods are not so removed then the increased charges will apply from expiry of the Company's notice. The Company has the right to charge for storage of the Goods for so long as it has custody of or is responsible for them.

6.2 The Customer will pay demurrage at the Company's standard rate (or a reasonable rate set by the Company if there is no standard rate) if the vehicle used by or on behalf of the Company to deliver the Goods is delayed for more than 60 minutes beyond the time reasonably needed for loading or unloading; and demurrage and storage charges if delivery is refused.

6.3 The Company's charges shall be paid without deduction or set-off at such periodic intervals as may have been agreed between the parties and in any event on the earliest of (a) the expiry of any agreed period of credit (b) when any amount payable to the Company by the Customer becomes overdue and (c) the time immediately before any of the Goods cease to be in the Company's care or control. The Company shall be entitled to payment for carriage at the time the Goods are loaded onto the vehicle. Absence of a delivery note shall not justify a refusal by the Customer to pay.

6.4 Interest shall be paid on money overdue to the Company at the rate of 1.5% for each calendar month during all or part of which it is overdue.

6.5 The Company shall (on its own behalf and as agent for any assignee of its invoices) have a general and particular lien on the Goods (and any associated documentation or records) as security for payment of all sums (whether due or not) claimed by the Company from, or actually or prospectively payable to the Company by, the Customer or another Interested Party on any account (relating to the Goods or not), or otherwise claimed in respect of the Goods or other property of an Interested Party. Where a lien secures sums payable to or claimed by the Company, it shall continue to apply to Goods to cover those sums notwithstanding any transfer of ownership of Goods, or change of customer. Storage shall be charged for any goods detained under lien or where the Company is required by any competent authority to retain them. The Company does not insure Goods detained under lien. Where Goods are held by the Company's sub-contractor or agent that constitutes possession and control by the Company for the purposes of any lien asserted by the Company.

REMOVAL AND DISPOSAL OF GOODS

7.1 The Goods shall be removed by the Customer at the time agreed between the parties. Removal of Goods at the request of the Customer is subject to the availability to the Company of staff, equipment and relevant capacity without incurring additional cost or causing disruption to the Company's normal operations. However the Company may at any time by notice in writing to the Customer require the removal of the Goods within 14 days from the date of such notice or, in the case of perishable goods, 3 days; or immediately in case of urgency.

7.2 Where the Customer fails to comply with Condition 7.1, or any payment from the Customer is overdue, the Company may, without prejudice to its other rights and remedies against the Customer, suspend activity and/or notify the Customer in writing that the Goods may be or are being sold or otherwise disposed of. If the notice is solely because of a failure to pay the Company will allow 14 days for payment from the date of such notice before it effects sale or disposal. If the notice is for any other reason there is no minimum period of notice and the Company shall be entitled to take any action it considers expedient to deal with perishable, deleterious or hazardous Goods or in case of urgency. On expiry of the period, if such payment has not been made (or if applicable the Goods have not been so removed) the Company may sell or otherwise dispose of the Goods or any part at the Customer's entire risk and expense by such method and at

such price (if any) as it considers appropriate. The Company will account to the Customer for any proceeds of sale or disposal after deduction of all expenses and amounts claimed by the Company and any assignee of its invoices. The Company shall not be liable for any alleged failure to achieve a sufficient sale price for the Goods. The Company (and any person deriving title to Goods through it) shall be entitled to use under licence in connection with the disposal of Goods any copyright material

or trade marks, and pass on any manufacturer's standard warranty, relating to them which would be available to an authorised retailer of the Goods.

7.3 Notice or action by the Company under this condition shall not in itself terminate the contract between the parties unless the Company expressly states so.

7.4 The time periods in this Condition may be extended by the Company in its discretion.

FORCE MAJEURE

8. 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.

DATA AND CONFIDENTIALITY

9.1 Each party will observe its obligations under the General Data Protection Regulation and other applicable data protection legislation including the Data Protection Act 2018.

9.2 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.

9.3 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.

9.4 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.

TUPE AND SERVICE PROVISION CHANGE

10.1 Where there is an Inward TUPE Transfer, the Customer will indemnify the Company against all liability and expense (including inter alia the cost of taking advice) which the Company may incur in connection with:

10.1.1 the employment or the termination of employment, before the Effective Time, of any Employee;

10.1.2 any failure by the Transferor to comply in a timely manner with its legal obligations in respect of any of the Employees;

10.1.3 the transfer to the Company, by virtue of TUPE or otherwise, of the employment of any person or the applicability of terms of employment, other than those previously notified to, and previously accepted by, the Company in writing;

10.1.4 any act or omission of the Transferor, on or before the Effective Time, for which the Company becomes liable by virtue of TUPE or otherwise; or

10.1.5 the Transferor's failure to comply with its obligations under regulation 13 of TUPE.

10.2 Where there is an Outward TUPE Transfer, the Customer will indemnify the Company against all liability and expense (including inter alia the cost of taking advice) which the Company may incur in connection with the Transferee's failure to comply in a timely manner with its legal obligations, including without limitation those under regulation 13 of TUPE.

GENERAL

11.1 Each exclusion or limitation of liability in these Conditions exists separately and cumulatively.

11.2 Signature on a delivery note on behalf of a Customer or its consignee or a carrier engaged by or on behalf of either is evidence that the Goods have been received in apparently good order save as noted.

11.3 The Company may open packaging or Goods Transport Units to inspect them or Goods they contain.

11.4 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).

11.5 "Writing" includes email.

11.6 Delay or failure by either party to assert or enforce its rights shall not be a waiver of them. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. Nothing done or stated by the Company (other than to the extent specifically expressed in writing by the Company) shall constitute a waiver of the Company's rights under Conditions 6 and 7.

11.7 The intellectual property rights in designs, software or other works created by or on behalf of the Company shall be and remain the property of the Company. That is the case whether or not the Customer or other party has paid the costs of origination or development, but in such circumstances the Customer shall have a non-assignable licence to use it for its own purposes in the performance of the contract with the Company for so long as the contract continues.

GOVERNING LAW

12 In the contract between them the Company and the Customer may agree and specify the country or jurisdiction whose laws shall apply to it and whose courts shall have jurisdiction in resolving disputes arising in connection with it or relating to Goods. In the absence of such agreement or in case of uncertainty, the law of England shall apply and disputes will be dealt with exclusively by the English courts.

DEFINITIONS

13 Terms used in these Conditions have the following meanings:

"**Additional Party**" means any employee, worker, agent or sub-contractor of the Company, or anyone entitled to an indemnity, reimbursement or contribution from the Company in respect of a claim by an Interested Party.

"**Company**" means the UKWA Member trading under these Conditions, or agreeing to provide, or providing, services and/or items whether under a contract or otherwise. "**Customer**" means any person or entity requesting or receiving services and/or items supplied (or to be supplied) by or on behalf of the Company; and also the principal of any agent making such a request.

"**Date**" means the latest of (1) the date on which the insurance cover referred to in 3.5.2 comes into force; (2) the date on which the Company notifies the Customer in writing that it has chosen to carry the risk of the nominated Limit without insurance to that level; and (3) the date on which the Company's invoice rendered under 3.5.2 is paid in cleared funds

"**Effective Time**" means the time at which the employment of any person (or liabilities relating to that person) are transferred to the Company under TUPE

"**Employee**" means a person employed or previously employed by the Transferor and who is, or whose rights are, affected by the TUPE Transfer

"**Goods**" means goods (including any associated documents, packaging, Goods Transport Unit(s) and equipment) to which the contract relates or which are in the possession of the Company.

“**Goods Transport Unit**” means any container, packaging, pallet or other platform used in connection with the transport of Goods

“**Interested Party**” means the Customer and/or anyone with an interest in the Goods (excluding the Company). Any obligation of the Interested Party is borne jointly and severally if more than one entity.

“**Inward TUPE Transfer**” means a situation where the Company is (or is expected to be) a transferee for the purposes of TUPE as a result of providing services to or for the benefit of the Customer (or intending to do so)

“**Limit**” means a limit per tonne gross weight of that part of the Goods in respect of which a claim arises.

“**Loss**” includes (without limitation) loss of any kind, theft, destruction, damage, unavailability, stock shortage, actual or deemed contamination, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery, non-compliance with or breach of instructions or obligations, deviation from bailment, incorrect advice or information, loss or corruption of data, breach of data protection or processing obligations, interference with or disruption of information technology systems, breach of duty; any event giving rise to any liability of an Interested Party to any other person or authority; and anything else giving rise to liability of the Company in connection with services or items provided or to be provided by it.

“**Officer**” includes a Director or Company Secretary; General Manager; Partner; or member of a Limited Liability Partnership

“**Outward TUPE Transfer**” means a situation where the Company is (or is expected to be) a transferor for the purposes of TUPE as a result of the transfer of operations previously carried out for the Customer

“**Subcontractor**” means a party engaged at the behest of the Company to perform some or all of the Company’s obligations

“**Transferee**” means a transferee as

defined by TUPE “**Transferor**” means

a transferor as defined by TUPE

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (and any successor legislation) and also includes any other legislation under which employment or liabilities arising from employment transfer by operation of law

“**UKWA Member**” means any person or entity who is or was a member of UKWA when any relevant agreement is or was entered into, or when any relevant matter or event occurs or occurred.

“**Waste**” bears its general meaning and also includes “Waste” and “Directive Waste” as defined legislatively.