

# CREDIT APPLICATION FORM

NNR Sales Contact: \_\_\_\_\_



**NNR Global Logistics**

NNR Global Logistics UK Limited  
NNR House, Stanwell Road  
Feltham, Middlesex  
TW14 8NG

Tel: 02088932883  
[ar@nruk.com](mailto:ar@nruk.com)  
[www.nnrglobal.com](http://www.nnrglobal.com)

Company Name: _____
Company Name: _____ (Trading address)
_____
_____
_____

Telephone Number: _____	Registered Company Number: _____
Fax Number: _____	VAT Number: _____
Contact Name (Accounts Dept): _____	Deferment Number: _____
Telephone Number (Accounts): _____	Nature of Business: _____
Email Address for Statements: _____	Status of Business (please tick):
Registered Office Address: _____	PLC      Limited      Partnership      Sole Trader
_____	Other: _____
_____	Date -Business Established / Incorporated: _____

## Supplier Trade References (Please provide with Name, address & Telephone Number) N.B Must be from suppliers within the UK

Reference 1 (please print)	Reference 2 (please print)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Email :	Email :

**Credit Limit Required:**

Subject to acceptance, NNR's Standard Credit Terms are 30 Days from date of invoice, except Duty/VAT for which IMMEDIATE payment is required. I/We have read and agreed to the Company's Standard Credit Terms & Conditions (Printed Overleaf) + latest BIFA, RHA & UKWA which are available at [www.nnrglobal.com](http://www.nnrglobal.com) and hereby apply to NNR (UK) for Credit Facility.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_ Position \_\_\_\_\_

Block 17, Unit 44, 31Watt  
Road Hillington Industrial  
Estate Glasgow G524RY  
Tel: 0141 8838519 Fax: 01418104956

7-11 Appleby Lodge Way  
DC3 Prologis Park  
Wellingborough NN8 6Bt  
Tel: 01604 789140 Fax: 01604 414167

Second Floor, Building 4  
Manchester Green,  
337, Styal Road,  
Manchester M22 5LW  
Tel: 01613374370 Fax:  
01613374388/438

## **NNR Global Logistics UK Limited CREDIT TERMS & CONDITIONS**

### **A) Agreement**

A.1) The Customer agrees with NNR Global Logistics UK Limited (Hereinafter called "NNR-UK") that any credit facilities offered by NNR-UK to the Customer (The Company applied for credit with NNR-UK) shall be subject to these Credit Terms & Conditions.

A.2) These Credit Terms & Conditions supersede any previous agreement relating to such credit facilities. They may only be varied by a written document signed by a duly authorised officer of NNR-UK on official stationery.

A.3) The provisions of contracts, Statutes, International conventions, trade usage or other provisions binding on the parties shall not be affected, excluded or varied by these Credit Terms & Conditions except to the extent that such provisions conflict with these Credit Terms & Conditions in which case the Credit Terms & Conditions shall prevail.

A.4) The credit facility shall commence when we send out The Facility Letter once we receive the Customer's written unconditional acceptance of NNR-UK's offer of credit Terms & Conditions and shall continue until terminated as hereinafter provided.

### **B) Credit Facility**

B.1) The Customer shall make payment, without any deductions, **Duty & VAT Invoices on Cash on Delivery or by cleared fund as we request** (unless otherwise agreed in Facility Letter) **all the other service invoices within 30 days after the date of invoice** (unless otherwise agreed subject to the provisions of clause E.2 if the credit facility is terminated).

B.2) NNR-UK will notify the Customer of its current credit limit from time to time and with immediate effect. The Customer shall not at any time incur credit whereby the total sums owing from the Customer to NNR-UK (including sums not yet due for payment) exceed the Customer's current credit limit with NNR-UK.

B.3) The Customer shall comply with any management and administrative procedures relating to the credit facility as may be notified by NNR-UK to the Customer from time to time in writing.

### **C) Customers Obligation**

C.1) During the currency of any credit facility and thereafter until all sums due to NNR-UK are paid, the Customer shall comply with the following provisions:

C.1.1) When making payment to NNR-UK of sums shown on a Statement of Account, the Customer shall clearly indicate the allocation of payments.

C.1.2) Within 14 days of the date of invoice, the customer shall provide full details in writing of any dispute or other reason for nonpayment of any sum included in a Statement of Account, failing which such invoice shall be conclusively deemed due and payable.

C.1.3) The customer shall advise NNR-UK forthwith in writing of any change in the ownership of 50% or more of the ordinary share capital (if limited or Public Limited Company) or the actual owner(s) (If Sole-trader or partnership Business) of the Customer, any change materially affecting the ownership or control of the Customer or its business, and any material adverse change in the finances or assets of the customer.

C.1.4) The customer shall immediately notify NNR-UK in writing of any change of address or change of name

### **D) Interest and Payment Provisions**

D.1) Any sum overdue for payment from time customer to NNR-UK shall bear interest at the rate of 8 % over the Bank of England base rate from time to time for the period during which the sum remains unpaid (whether before or after judgement in a Court of Law) unless otherwise agreed in writing. (NNR-UK 's discretion prevails on this matter and may vary to the customer)

D.2) Any monies settled towards the outstanding debt will offset the interest element first and then will be allocated to offset the debt outstanding in the ledger

D.3) NNR reserve the right to pass any debt collection charges and/or associated debt recovery charges, legal charges associated with the outstanding debt to the customer

### **E) Termination**

E.1) If the customer shall make or offer to make any arrangement or composition with creditors or if any bankruptcy petition or order shall be presented or made against the Customer, or if the Customer is a Limited Company, any resolution or petition for the winding up or administration of the Customer (other than a winding up for the purposes of reconstruction or amalgamation of a solvent Company) shall be passed or presented, or if a receiver or an administrative receiver of the property undertaking or assets( or any part thereof) of the Customer shall be appointed, or if an analogous procedure is commenced in any jurisdiction or if the Customer shall commit any breach of its obligations hereunder, then, and in any such case, NNR-UK may forthwith ( and without prejudice to any other right or remedy of NNR-UK) terminate the credit facility.

E.2) If the credit facility shall be terminated for any reason, then:

E.2.1) All invoices, charges, credits and other sums owing from the Customer to NNR-UK shall become due and payable forthwith and

E.2.2) The Customer shall not thereafter procure or attempt to procure any cargo transport or other services from NNR-UK on credit

E.3) NNR-UK may at any time in its absolute discretion terminate, reduce or vary the credit facility granted to the Customer with immediate effect by notice in writing to the Customer. NNR-UK shall not be obliged to state any reasons for the termination, reduction, or variation of the credit facility.

E.4) NNR-UK reserves the right to cancel without notice any credit facility which remains inactive for 3 Months

### **F) General Lien**

F.1) NNR-UK shall have a general lien on all goods and documents relating to goods in possession, custody or control for all sums due by the customer or by the owner of any consignment for its charges which either relate to that consignment or any outstanding debt at that time related to that particular company/trader for any monies due to NNR-UK from the trader/owner however arising.

F.2) If the monies due are not paid within the agreed credit period, NNR-UK, having served the notice of intention, NNR-UK may sell the consignment or part thereof and apply the proceeds towards the monies due and the expenses of the sale, being discharged from all liability whatever in respect of the goods.

F.3) If the credit terms are terminated according to clause E.1, then the title for the consignment(s) is automatically passed on to NNR-UK, and NNR-UK reserves the right to sell the consignment(s) and recover the monies due from the customer/owner, and the charges incurred in respect of that sale are discharged from all liability whatever in respect of the goods.

F.4) NNR UK shall be entitled to retain any goods or documents and be paid all charges and any other money owed by the Customer at any time

### **G) General**

G.1) Where the Customer consists of more than one person or Company, their liability hereunder shall be joint and several. In constructing this document, the clause headings shall be ignored.

G.2) This agreement may not be varied, nor may the terms of the Customer's credit facility be extended or increased save by a written document signed by a duly authorised officer of NNR-UK

G.3) The Credit facility is personal to the Customer and may not be assigned by the Customer

G.4) The liability of the Customer hereunder shall not be affected by any waiver or indulgence granted by NNR-UK to the Customer from time to time

G.5) This agreement shall be constructed according to the Laws of the UK Mainland & Ireland. For the benefit of NNR-UK, the Customer agrees to submit to the jurisdiction of the Courts of UK Mainland but without limiting NNR-UK's right to take in any other jurisdiction.

### **H) Cancellation Policy**

H.1) NNR-UK reserves the right, in the event of late cancellation of a booking by the Customer, to charge a cancellation fee. The fee in question will be a percentage of the contracted freight/carriage costs quoted in full, as detailed below:

- Within 48 hours of collection/delivery: 100%
- Within 72 hours of collection/delivery: 50%
- Within 96 hours of collection/delivery: 25%
- Within 120 hours of collection/delivery: 10%

The contract is deemed to be formed and binding upon receipt of a written quotation acceptance or booking request from the Customer to NNR-UK. From this point onwards, the above-mentioned fees will apply in the event of cancellation of the placed booking.

H.2) In the event that a change to the intended movement of the consignment(s) occurs as a result of direct actions by either NNR-UK or a subcontracted partner of NNR-UK, and the Customer elects to cancel the booking, then no cancellation fees will be due in this circumstance.

H.3) NNR-UK cannot accept responsibility for events deemed as force majeure. Delays caused by such events that lead to the Customer making a cancellation to the placed booking will result in cancellation fees becoming due, in line with those described in clause H.1. Force majeure events include, but are not limited to, natural disasters and governmental or societal actions such as war, civil unrest and labour strikes.

## COMPLIANCE NOTICE

Aligned to our **AEO** (Authorised Economic Operator) status, our process demands that we provide advice and easy-to-understand information on aspects related to our products and the compliance requirements to be met by our customers. With this in mind, we should remind our customers of some basic aspects, thus ensuring harmony and avoiding any 'small-print' misunderstandings in the future. We would like to highlight the following items for your understanding;

### **INSURANCE**

Products entrusted with NNR do NOT automatically have insurance cover provided by NNR unless you specifically instruct us to do so, in writing, prior to the execution of any movement. We strongly recommend that every customer has sufficient insurance cover in place. Insurance does not cover consequential loss and only covers the cost of the transportation, whether completed or not, if specifically requested. We are able to help you with this, if requested in writing, in advance.

### **PACKAGING**

Though NNR and our carrier partners always strive to handle cargo carefully, retail packaging will most likely NOT be robust enough to arrive at the store-front in the condition you would prefer. The purpose of packaging during international transportation is to protect the contents from damage. We strongly recommend that all products are suitably packed for international transport, remembering that 'Retail packaging' is usually insufficient. We are able to help you with this, if requested in writing, in advance.

### **CUSTOMS DECLARATIONS**

NNR is NOT responsible for classifying your products with Customs. It remains the responsibility of our customers to provide accurate details of Customs tariff headings [Commodity Codes] to enable NNR, under Direct Representation, to apply for the correct taxation and duty application. The misdeclaration of either import or export cargo to Customs can carry heavy penalties and we strongly recommend that you continually to review your classifications. We are able to help you with this, if requested in writing, in advance.

### **CUSTOMS DUTY AND TAX**

Customs Duty and Tax payments are NOT the responsibility of NNR and are required to be paid prior to delivery. These elements we can remit to Customs on your behalf but they require immediate reimbursement to NNR. There is a fee associated with NNR making any payments to Customs for you. Any amounts requested by Customs must be remitted to NNR, even if under query or requested for refund from Customs.

### **DEMURRAGE, STORAGE AND RENT CHARGES**

During the most challenging times of congestion, there is always a possibility that cargo may be delayed prior to delivery. These occurrences are usually due to circumstances beyond our control, including but not limited to, delay in supply of information or paperwork, delays suffered due to Carriers or Customs, shortage or labour, shortage of trucker availability, communication delays, etc. Whilst we will always strive to avoid or minimise delays, where NNR incurs related costs, these costs must be borne by the customer and will be passed on accordingly.

**NNR is able to provide advice and services to solve most potential areas of vulnerability.** We would be delighted to discuss the efficiencies and risk management activities related to your Supply Chain.

I understand the information and clarification provided by NNR.

Signed

Company

Contact

Date

# BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) – STANDARD TRADING CONDITIONS 2021 (ENGLAND) EDITION

## BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS 2021 EDITION, © BIFA 2021

**THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME AND THOSE WHICH DEAL WITH CONDITIONS OF ISSUING EFFECTIVE GOODS INSURANCE BEING CLAUSES 7, 8, 10, 11(A) AND 11(B) 12-14 INCLUSIVE, 18-20 INCLUSIVE, AND 24-27 INCLUSIVE. THE CUSTOMER'S ATTENTION IS ALSO DRAWN TO CLAUSE 28 WHICH PERMITS ARBITRATION IN CERTAIN CIRCUMSTANCES**

All headings are indicative and do not form part of these conditions

### DEFINITIONS AND APPLICATION

1 In these conditions the following words shall have the following meanings:-

"Company"	the BIFA member trading under these conditions
"Consignee"	the Person to whom the goods are consigned
"Customer"	any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services
"Direct Customs Agent"	the Company acting in the name of and on behalf of the Customer and/or Owner with H.M. Revenue and Customs ("HMRC") as defined by the Taxation (Cross Border Trade) Act 2018, Clause 21.1(a), or as amended
"Goods"	the cargo to which any business under these conditions relates
"Person"	natural person(s) or any body or bodies corporate
"LMAA"	the London Maritime Arbitrators Association
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air
"Owner"	the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them

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

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

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

### THE COMPANY

4(A) Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.

(B) The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.

5 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.

6(A) When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

(B) The Company shall, within 14 days' notice given by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

7 In all and any dealings with HMRC, for and on behalf of the UK established Customer and/or Owner, the Company is deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer (Principal) as their "Direct Agent".

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 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 21 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 and apply the proceeds in or towards the payment of such sums;

(iii) shall, upon accounting to the Customer 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, be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, the Company's right to sell 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 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 or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

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

(i) after at least 21 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and

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

11(A) No insurance will be effected except pursuant to and in accordance with clearly stated instructions given in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the Goods, but may declare it on any open or general policy held by the Company.

(B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12(A) Except under special arrangements previously made in writing by an officer of the Company so authorised, or made pursuant to or under the terms of a printed document signed by 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-clause (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, 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 him 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 there is a choice of rates according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised as referred to in clause 26(D).

### THE CUSTOMER

17 (A) The Customer warrants:

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

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

(B) 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 affecting the Goods and the characteristics of the Goods.

(C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

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

18 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, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

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 which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

20 The Customer shall save harmless and keep the Company indemnified from and against

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

(B) without derogation from sub-clause (A) above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has 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;

(D) any claims of a general average nature which may be made on the Company.

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

(B) 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):

(i) Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(B), 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; and

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

(C) No omission to seek compensation for breach of 21(A) and (B) above by the Company shall constitute a waiver or release to the Customer of any liability under 21(A) and (B) above during the application of these terms unless agreed in writing by authorised officers of the Company and the Customer.

(D) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

22 Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

### LIABILITY AND LIMITATION

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:- 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 is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.

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

26(A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below, the Company's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed:

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

(a) the value of any loss or damage; or  
(b) a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged whichever shall be the lesser.

(ii) subject to (iii) below, in the case of all other claims:

(a) the value of the subject Goods of the relevant transaction between the Company and its Customer; or  
(b) where the weight can be defined, a sum calculated at the rate of 2 SDR per kilo of the gross weight of the subject Goods of the said transaction; or  
(c) 75,000 SDR in respect of any one transaction, whichever shall be the lesser.

(iii) in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error and/or omission:

(a) the loss incurred; or  
(b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error and/or omission, whichever shall be the lesser.

For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.

(B) Subject to clause 2(B) above and sub-clause (D) below, the Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under Clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant contract.

(C) Save in respect of such loss or damage as is referred to at sub-clause (B), and subject to clause 2(B) above and sub-clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.

(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-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

27(A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or 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 him to comply with this time limit, and that he has made the claim as soon as it was reasonably possible for him to do so.

(B) Notwithstanding the provisions of sub-paragraph (A) above, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

### JURISDICTION AND LAW

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) below, be subject to the exclusive jurisdiction of the English courts.

(C) Notwithstanding (B) above, the Company is entitled to require any dispute to be determined by arbitration.

(D) The Company may exercise its rights under (C) above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Customer requiring a dispute to be determined by arbitration.

(E) In the event that the Company exercises its rights under (C) above, the corresponding arbitration shall be conducted as follows:

(i) Where the amount claimed by the claimant is less than £200,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (ii) 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) In any case where neither of the LMAA Procedures referred to in (i) and/or (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.