

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@nnruk.com
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:

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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 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: 0141 8104956



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: 0161 337 4370 Fax:
0161 337 4388/438

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 2025 EDITION

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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.