

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND MAY BE SUBJECT TO CERTAIN OBLIGATIONS AND INDEMNITIES, THE CUSTOMER SHOULD THEREFORE SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE GOODS ARE IN STORAGE OR TRANSIT.

**COURIER LOGISTICS LIMITED
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DINNINGTON
SOUTH YORKSHIRE
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Storage & Fulfilment Conditions of Storage

(Hereinafter referred to as "**the company**") accepts Goods for Storage upon the Conditions set out below.

1. Standard Definitions

"Customer" means the person or company who contracts for the services of the company.

"Contract" means the contract between the Customer and the Company for the services provided to the customer.

"Consignment" means the goods that have been selected by the Customer in agreement with the Company to be delivered.

"Goods" means goods whether a single item or in bulk or contained in one parcel, package, pallet, or container as the case may be or any number of separate items, parcels, packages or containers stored under the Contract.

"Goods In and Delivery Procedures" means the procedures and terms in respect of booking in Goods for Storage with the company as set out in the 'Goods In and Delivery Procedures' document from time to time available on the Contractor's website.

"APC Network" means the delivery network of The Alternative Parcels Company Limited (Company Number: 2855735) ("**APC**").

"Pallet Track Network" means the delivery network of Pallet - Track Limited (Company Number: 04570275) ("**Pallet Track**")

"Storage" means the storage and handling of Goods including unloading and loading of Goods and movement of Goods between stores and such other ancillary services as the Contractor may agree to in writing, and the words "Store" and "Stored" shall be construed accordingly.

“Dangerous Goods” means:

- (i) those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom or authorised only under the conditions prescribed in accordance therewith.
- (ii) any weapon, drug, poison, damaging article or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection; and
- (iii) any Goods which, although, not included in (i) or (ii) above, in the sole opinion of the Contractor present a similar hazard.

“In writing” includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided that the information is readily accessible and durable so as to be usable for subsequent reference.

“Trader” means the owner of the Goods, any other person having an interest therein and anyone acting on behalf of such owner or other person, including the Customer.

“Force Majeure Event” shall have the meaning set out in condition 10 (2)(C)

2. Parties & Sub-Contracting

- (i) The Customer warrants that they are either the owner of the Goods or is authorised by such owner to accept these Conditions on such the owner’s behalf.
- (ii) The Customer also warrants that the Goods are as described to the Company regarding their nature, weight, quantity, condition, and dimensions.
- (iii) The customer also warrants that dangerous goods accepted for storage or transit comply with all the relevant statutory regulations for the time being in force concerning the storage, carriage, packing, marking, documentation and labelling of such articles or substances.
- (iv) The Company and any other contractors employed by the Company may employ the services of any other contractor for the purpose of fulfilling the Contract in whole or in part and the name of every such other contractor shall be provided to the Customer on request.
- (v) The Company contracts for itself and as agent of and trustee for its servants and agents and all other contractors referred to in (4) above and such other contractors’ servants and agents and every reference in these Conditions to the “Contractor” shall be deemed to include every other such contractor, servant and agent with the intention that they shall have the benefit of the contract and collectively and together with the Company be under no greater liability to the Customer or any other party than is the Company hereunder.

3. Dangerous Goods

- (i) Dangerous Goods must be disclosed by the Customer and if the Company agrees to accept them for storage or transit, such goods must be properly and safely packed, marked, labelled and documented in accordance with any legislation for the time being in force for the storage and carriage of such articles or substances and the Customer shall, while the Dangerous Goods remain in Storage, keep the Company informed of any statutory modification or re-enactment thereof or any rules or regulations made thereunder or rules or recommendations made by any relevant authority, concerning the Storage, transit or handling thereof.
- (ii) Prior to receipt of the Dangerous Goods, the Customer shall provide the Company with such information in writing as will enable the Company to know the identity of the Dangerous Goods, the nature of the hazards created thereby, and any action to be taken in an emergency. While the Dangerous Goods remain in storage, transit, the Customer shall keep the Company informed of its recommendations on the handling, storage or transit of such Goods including all health and safety recommendations. The Company shall be entitled to disclose the information supplied by the Customer to its servants, agents, and other contractors referred to in the conditions set out in this document, and any relevant Government department.

Storage & Fulfillment Specifics

1. Notice of Delivery or Collection and Booking in Procedure.

- a) The Customer shall give the Company not less than twenty-four hours' notice of its intention to deliver or remove Goods at the premises of the Company.
- b) The Customer must adhere to and comply with the terms set out in the Company's Goods in and Delivery Procedure.
- c) If the Customer breaches the Company's Goods in and Delivery Procedure, then the Contractor shall be entitled to charge to the Customer the sum of £100 for any such breach which shall be payable immediately by the Customer on demand from the Company.

2. Receipt of Goods.

- a) Following acceptance of the Goods for Storage the Company shall if so, required provide the Customer with a receipt in writing but the burden of proving the condition of the Goods on receipt by the Company and that the Goods were of the nature, property, chemical composition, quantity, quality or weight declared in the relevant document shall rest with the Customer.
- b) The Company shall notify the Customer of any pre-existing damage to and/or deficiency in the Goods to be Stored, within a reasonable time of the Contractor becoming aware of such damage or

deficiency. Such Goods shall, in the absence of any express agreement to the contrary between the Customer and the Company, be returned to the Customer at the Customer's expense.

3. Termination of Storage

- a) Either the Company or Customer may at any time give not less than 3 months notice in writing to the other of its intention to terminate the Contract and notwithstanding that the Company may have released the Goods before the expiry of such notice, all charges shall be payable to the date when the notice would have expired.
- b) The Company may require the removal of the Goods or any part thereof, forthwith, if in the Company's opinion:
- c) The Customer's financial position becomes unsatisfactory or if the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or (being a company) is deemed to be unable to pay its debts or has a winding up petition issued against it or a receiver appointed of all or any part of its assets, or if a proposal is made for a composition with creditors or scheme of arrangement or for an administrator to be appointed in respect of all or any part of the business or assets of the Customer or (being an individual) commits an act of bankruptcy or has a bankruptcy petition issued against him, or the Customer is in breach of any of its obligations arising under the Contract;
- d) The Storage of Goods poses a risk to the health and safety of the Contractor, its servants or any third party or to the Contractor's property or any third-party property.
- e) The continued Storage of the Goods will result in the Goods perishing or otherwise deteriorating and/or will cause damage to other goods or property.
- f) If the Goods or any part thereof are not removed after notice is given by the Company to the Customer in accordance with paragraphs (1) and (2) above, then the Company may, at its absolute discretion, sell the Goods after the lapse of a reasonable period of time after notice is given by the Company of its intention to sell the Goods or part thereof.

4. Revision of Storage charges and Conditions of Storage

- a) The company's charges and these Conditions may be revised by the Company from time to time. Any such revision shall not become effective until the expiry of twenty-one days from the date notice of proposed revision is given to the Customer.

5. Contractors Charges

- a) Goods accepted for Storage during any calendar week (Monday to Sunday both inclusive) shall be charged for as though they were received on the first day of such week.
- b) Charges shall be payable when due without reduction of deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Company become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Company shall immediately be deemed due for payment and thereupon become payable. The late payment of commercial debts (Interest) Act 1998, as amended shall apply to all sums due from the Customer.
- c) Should the delivery of Goods be postponed or cancelled by the Customer, the Company shall be entitled to recover from the Customers all expenses incurred by the Company and all rental charges in respect of space reserved for such goods.

6. Liability for Loss and Damage

- a) The customer shall be deemed to have elected to accept the terms set out in these conditions unless, before the Goods are stored the customer has agreed in writing that the Company shall no be liable for any loss or mis-delivery of or damage to or in connection with the Goods howsoever or whensoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or sub-contractors.
- b) Subject to these conditions (including, but not limited to, condition 7) the company shall be liable for
 - i. Physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones only if:
 - ii. The Company has specifically agreed in writing to Store any such items; and
 - iii. The customer has agreed in writing to reimburse the company in respect of all additional costs which result from the Storage of the said items; and
 - iv. The loss, mis-delivery or damage is occasioned during Storage and is proved to be due to the negligence of the Company, its servants, agents, or sub-contractors.
- c) Physical loss, mis-delivery, of or damage to any other Goods occasioned during the Storage unless the same has arisen from and the Company has used reasonable care to minimise the effects of;
 - i. Act of God
 - ii. Any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped

- power, or confiscation, requisition, or destruction or damage by or under an order of any government, public or local authority.
- iii. Seizure of forfeiture under legal process;
 - iv. Error, act, omission, misstatement or misrepresentation by the Customer or other owner of the Goods or by servants or agents of either of them;
 - v. Inherent liability or wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the goods;
 - vi. Leakage or deficiency of the Goods of a perishable or leaky nature, moth, vermin, insects, atmospheric or climatic causes;
 - vii. Insufficient or improper packing;
 - viii. Insufficient or improper labelling or addressing;
 - ix. Riot, civil commotion, strike, lockout, general or partial stoppage of restraint of labour howsoever caused;
 - x. Any other beyond the reasonable control of the Company.
- d) The Company shall not in any circumstances be liable for loss of or damage to Goods arising after storage of such Goods has ended, whether or not caused or contributed to direct or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servant, agents or sub-contractors.

7. Pick and Pack Service

- a) The customer can request that the Company picks and packs the Goods Stored by the Company on behalf of the Customer in respect to a consignment ("Pick and Pack Service"). The Customer must request in writing to the Company that they wish to use the Pick and Pack service (which for the avoidance of doubt, the Company can in their absolute discretion refuse to provide)(Pick and Pack Request)
- b) The Pick and Pack request must provide sufficient details of the Goods they require to be part of the Consignment to sufficiently identify the appropriate Goods. The Company shall (in their sole discretion) determine if sufficient details of the Goods have been provided in the Pick and Pack request.
- c) If goods were wrongly dispatched as part of a Consignment due to an error made by the Company during the provision of the Pick and Pack Service, then the Company will arrange for the incorrect Goods to be returned and the correct Goods to be delivered free of charge. For the avoidance of doubt, the original delivery fee agreed between the Company and the Customer in respect of a Consignment shall remain payable by the Customer to the Company without delay, deduction or set off.
- d) In Respect of the Consignments sent through the APC Network only, in the event that the Consignment; (i) has gone missing and cannot be traced; (ii) has not been scanned correctly at an APC Network depot or delivery hub; and (iii) is not covered by any insurance that the Customer has taken out with APC, then the Company will pay to the Customer any compensation that would have been due and

payable to the Customer, (had the circumstances listed in points (i) and point (ii) not occurred) under a valid APC insurance policy taken out by the Customer, in respect of that particular Consignment. For the avoidance of doubt, if an APC insurance policy that has been validly taken out by the Customer would have not covered a Consignment for any reason other than those circumstances listed in points (i) and (ii) (such as if the Consignment contained liquid products and there was an exclusion under the APC insurance policy for such products), then the Company shall not be liable to pay any monies to the Customer under this clause.

8. **In respect of Consignments sent through the Pallet Track Network only**, in the event that the Consignment; (i) has gone missing and cannot be traced; (ii) has not been scanned correctly at a Pallet Track Network delivery hub; and (iii) is not covered by any insurance that the Customer has taken out with Pallet Track, then the Company will pay to the Customer any compensation that would have been due and payable to the Customer (had the circumstances listed in points (i) and (ii) not occurred) under a valid Pallet Track insurance policy taken out by the Customer, in respect of that particular Consignment. For the avoidance of doubt, if a Pallet Track insurance policy that has been validly taken out by the Customer would have not have covered a Consignment for any reason other than those circumstances listed in points (i) and (ii) (such as if the Consignment contained liquid products and there was an exclusion under the Pallet Track insurance policy for such products), then the Company shall not be liable to pay any monies to the Customer under this clause.

9. **Any amounts payable by the Company to the Customer under clause 7 shall be limited as follows:**

- a) In respect of clause 7 (5), a maximum of £100 in total for the Consignment as a whole (such sum to be apportioned between the relevant items and the Consignment)
- b) In respect of clause 10 (6), a maximum of £1.30 per kilogram in respect of the relevant Consignment.

10. **Fraud**

- a) The Company shall not in any circumstances be liable in respect of Goods where there has been fraud on the part of the Customer or the owner, or the servants, or agents of either, in respect of those goods, unless the fraud has been contributed to by the complicity of the Company or of any servant of the Company acting in the course of their employment.

11. **Limitation of Liability**

- a) Except as otherwise provided in these Conditions, the liability of the Company in respect of claims for physical loss, mis-delivery of or damage to Goods, howsoever arising, shall in all circumstances be limited to the lesser of

1. The value of the Goods actually lost, mis-delivered or damage or;

2. The cost of repairing an damage or of reconditioning the Goods or;
 3. A sum calculated at the rate of £100 Sterling per tonne on the gross weight of the Goods actually lost, mis-delivered or damaged;
 4. And the value of the Goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of storage, and in all cases shall be taken to include any Customers and Excise duties or taxes payable in respect of those Goods: provided that:
 - i. In the case of loss, mis-delivery of or damage to a part of the Goods the weight to be taken into consideration in determining the amount to which the Company's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Goods.
 - ii. Nothing in this Condition shall limit the liability of the Contractor to less than the sum of £10;
 - iii. The Company shall be entitled to give to the Company notice in writing to be delivered at least seven days prior to the commencement of Storage requiring that the £100 per tonne limit in 11 (i) above be increased, but not so as to exceed the value of the Goods, and in the event of such notice being given the Customer shall be required to agree with the Company an increase in storage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £100 per tonne limit shall continue to apply.
- b) The liability of the Company in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Goods, shall not exceed the amount of the Storage charges in respect of the Goods or the amount of the claimant's proved loss, whichever is the lesser, unless:
1. At the time of entering the Contract with the Company the Customer declares to the Company a special interest in storage in the even of physical loss, mis-delivery, or damage and agrees to pay a surcharge calculated on the amount of that interest, and
 2. At least seven days prior to the commencement of the Storage the Customer has delivered to the Company's written confirmation of the special interest and amount of the interest.

12. Indemnity to the Company

- a) The Customer shall indemnify the Company against:
 1. All liabilities and costs incurred by the Company (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the place of storage and to other goods Stored) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Goods or by any servant or agent of either of them, insufficient or improper packing, labelling, or addressing of Goods or fraud as in Condition 10. Conditions in respect of any loss or damage whatsoever to, or in connection with, the Goods whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or sub-contractors.

13. Time Limits for Claims

- a) All claims for damage to or physical loss or mis-delivery of or failure to release any Goods and any claim referred to in Condition 11 shall be made in writing by the Customer within seven days after release of the Goods alleged to be damaged or, in the case of Goods alleged to be lost or mis-delivered or which the Company fails to release, within seven days after the time when the Goods should in the ordinary course of events have been released and the Company shall be under no liability unless such claim is made within the time stipulated.

Provided that if the Customer proves that:

- b) it was not reasonably possible for the Customer to advise the Company or make a claim in writing within the time limit applicable, and
 - i. such advice or claim was given or made within a reasonable time; the Contractor shall not have the benefit of the exclusion of liability afforded by this Condition.
- c) The Company shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Goods unless suit is brought and notice in writing thereof given to the Company within one year of the date when the Goods were released or should, in the ordinary course of events, have been released.
- d) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

14. Lien

- a) The Company shall have (a) a particular lien on the goods, and (b) a general lien against the Trader for sums unpaid on any invoice, account, or Contract whatsoever.
- b) If such lien, whether particular or general, is not satisfied within a reasonable time, the Company may sell the Goods, or part thereof, as

agent for the owner and apply the proceeds towards any sums unpaid and the expenses of the insurance and sale of the goods and shall upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Goods.

- c) The company may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether sums have become payable in accordance with condition 5 hereof. These conditions shall continue to be payable by the Trader in respect of the Goods until the lien has been satisfied in full, whether by sales or otherwise.

15. Impossibility of Performance

- a) The company shall be relieved of its obligations to perform the Contract to the extent that the performance thereof is prevented by failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Company.

16. Notice

- a) All written communications from the Company to the Customer shall be deemed to have been served if delivered or posted to the last known address of the Customer.

17. Law and Jurisdiction

- a) Unless otherwise agreed in writing, the Contract and any dispute arising thereunder shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.