



Conditions under which all orders for work are accepted by SPEEDRITE N.E. Ltd (hereinafter called 'the Contractors'.)

Definitions: In these Conditions

- a) 'Trader' means any person or firm at whose request work is performed by the Contractors.
- b) 'Dangerous Goods' means (a) merchandise included in the list of dangerous goods carried by Merchandise Trains issued by British Rail or (b) Merchandise which although not so included is of a kindred nature.
- c) 'Goods' means any article accepted by the Contractors for transport or handling.

Article 1 Parties

The Contractors enter into the contract for an on behalf of themselves and their sub contractors and their respective servants and agents, all of whom shall be entitled to the benefit of the contract and shall be under no liability whatsoever to the Trader or anyone claiming through him in respect of the goods in addition to or separately from that of the Contractors under the Contract.

Article 2 Contractor's Liability

- i. Subject to these Conditions the Contractors will be responsible for loss of or damage to the goods consigned (or goods to be lifted or handled by the Contractor) under the Contract, and damage to other property occurring during the period of the Contract, when caused by the negligence of the Contractors or their employees whilst engaged in the performance of the contract, provided always that any such loss or damage has not been caused or contributed to by any instructions or orders given on site or otherwise by the Trader or his servants or agents.
- ii. The Contractors shall not in any case howsoever arising be responsible for:-
 - a. Loss of profits or other indirect or consequential loss of Whatsoever nature.
 - b. Loss or damage arising from:-
 - i. delay howsoever caused
 - ii. any consequence of war, invasion, an act of foreign enemy
 - 1. (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any Government or public or local authority
 - iii. any inherent or latent defects in goods or machinery entrusted to them
 - iv. failure of any rope, sling, shackle or any other item of equipment of lifting tackle provided by the Trader for use by the Contractor is proven, and
 - v. insufficient or improper packing or addressing other than packing or addressing provided by the Contractor.

Article 3 Limitations of Liability

- i. Subject to these Conditions, the liability of the Contractors under the preceding Conditions in respect of loss or damage to any one load shall in any case be limited to a sum at the rate of GBp5,000.00 (Five Thousand Pounds) per ton on the gross weight of the goods, or in proportion thereto in respect of the replacement or repair costs incurred in the event of partial loss of damage. Limit of liability GBP500,000.00 (Five Hundred Thousand Pounds) per vehicle. In the event of the trader requiring additional cover of any kind, please refer to Clause No.14 (iii).
- ii. The Contractors will not accept liability for any loss, damage, claim or potential claim unless notice thereof has been given in writing within seven clear days after delivery of the goods, or after completion of the lifting and handling to be performed under the contract.
- iii. The contractors shall have the option of replacing or repairing any article lost or damaged for which they may be liable

Article 4 Sub Contracting



The Contractors may employ Sub Contractors for the performance of the whole or any part of the contract. These Conditions shall nevertheless apply to the Goods during the period when they are in the custody, or control of any such sub-contractor.

Article 5 Carriage by Sea, Rail or Independent Undertakings.

In the case of Goods carried or handled by any railway, steamship, dock or Harbour authority the responsibility the Contractors shall cease on handing over to that authority and shall recommence on collection from them. (Please also refer to Clause No. 14 (iii) and 16). Anybody receiving goods and employed directly by the trader or his customer shall be deemed to be acting for the trader.

Article 6 Access, access roads and routes

- i. While where necessary every effort is made to inspect to collection and delivery points, all quotations are made on the assumption that the Contractor's vehicles cranes or plant can be taken along roads to a place affording hard, solid standing and unobstructed by overhead wires or other obstructions when collecting or delivering or for lifting or handling operations and that the work can be carried out under the Contractor's instructions without interruption.
- ii. Except where the Contractors negligently fail to comply with instructions issued by the Trader the Contractors shall not be responsible for any damage to roadways or approaches to or for floors or of anything within or beneath any of them of the premises at which collection or delivery is to be made or at which lifting or handling is to be undertaken and shall be indemnified by the Trader against all claims and expenses made in respect thereof.
- iii. All quotations are based on the assumption that a suitable route is available between collection and delivery points. Any costs in connection with the removal and replacement of any street furniture, overhead wires or other obstructions will be for the account of the Trader.

Article 7 Dangerous Goods

The Contractors will accept dangerous goods (as defined above) for carriage warehousing, lifting or handling, only where they form some part of the goods to be moved and on the condition that such dangerous goods are safely contained, packed or wrapped. The trader will be responsible for all loss, damage or liability arising therefrom, except in the case of wilful negligence by the Contractor, and shall indemnify the contractor in respect thereof.

Article 8 Payment of Charges

Unless otherwise agreed in writing, all charges as invoiced in connection with the Contract, shall be paid by the Trader to the Contractor of their Agent's by 30 days following date of invoice. The balance of any debt outstanding after this date will, at the discretion of the Contractors be referred to their debt recovery agents Daniels Silverman Limited and will be subject to a surcharge of 15% + VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Trader and will be legally enforceable. The above terms of payment are deemed to be accepted by the Trader on offer of Contract to the Contractor, notwithstanding any terms and conditions invoked by the Trader or his purchase order.

Article 9 Counter Claims

A claim or counter claim shall not be made the reason for deferring or withholding payment of monies or liabilities to the Contractors.

Article 10 Lien

The Contractors shall receive and hold the goods subject to a lien for all monies due to them for the carriage or warehousing of and other charges of expenses upon or on connection with the goods, and if any lien is not satisfied within one month from the date on which the contractors first gave notice of the exercise thereof, the Contractors may sell goods and apply the proceeds of sale towards the satisfaction of such lien and of all proper charges and expenses in relation to the storage and transit of the goods to and from store during the exercise of the lien and in relation to the sale thereof, and



surplus being paid over to the owner of the goods. Delivery of part of the goods shall not affect any lien of the Contractors under this Condition on the remainder.

Article 11 Demurrage Charges

The Contractors do not accept responsibility for any demurrage charges howsoever incurred on any rail or road vehicle, crane, barge, vessel or aeroplane or any detention charges levied by any party other than the Contractor, however arising.

Article 12 Hire of Cranes, Forklift Truck, Plant and Equipment

The Trader shall not sublet or lend any crane, forklift truck or any other plant or equipment provided on hire by the Contractors to any third party nor shall he direct or permit any person other than the Contractors servants or agents to drive or operate such crane, fork lift truck, plant or equipment. The Trader will be responsible for any loss or damage occurring as a result of any breach of this condition and shall indemnify the Contractors in respect thereof.

Article 13 Further Work

These Conditions shall apply to any further work done on the Trader's request in excess of that referred to in the Contract.

Article 14 Insurances

- i. The Contractors undertake to have and keep in force Policies of Insurance indemnifying them in respect of:-
 - a. their liability to the Trader as defined in these conditions.
 - b. their liability to third parties
 - c. their liability to their Employees at Common Law.
- ii. It is the responsibility of the Trader to ensure that he is properly protected in respect of his liability to Third Parties arising out of any defects in his premises, plant and equipment of goods, and he is recommended to confirm the adequacy of such cover with his usual insurers.
- iii. The Contractors will at the request of the Trader endeavour to effect for and on behalf of the Trader such Insurance as may be required by the Trader in respect of loss or damage to goods arising outside the extent of the Contractor's liability as defined in these Conditions, at rates of premium, which will be quoted on application.

Article 15 Authority to Vary Conditions

No servant or agent of the Contractors has authority to:

- a) Alter, vary or qualify these Conditions.
- b) To accept purchase or other orders embodying any condition or clause aimed at transferring any Common Law or other liability of the Trader upon the Contractors and
- c) append signature to any Form of Indemnity, the terms of which are aimed at transferring any Common Law or other liability of the Trader upon the Contractors.

Article 16 Authority to Vary Conditions

When the place of taking over the goods and the place designated for delivery as specified in the Contract, are situated in two different countries of which at least one is a contracting country irrespective of the place of residence and the nationality of the parties, the conditions in accordance with the convention of the contract for the International Carriage of goods by road (CMR) will apply

May, 2005