

## TERMS OF BUSINESS

### 1 Interpretation

- 1.1 In these Conditions:
- "CUSTOMER" means yourselves;
  - "CHARGES" means the amount notified to the Customer for the provision of the service;
  - "CONTRACT" means the contract for the provision of the Service;
  - "GOODS" means those goods which Bakro are to carry or store for the Customer;
  - "SERVICE" means the service to be provided by Bakro for the Customer;
  - "BAKRO" means Bakro International Transport Ltd (registered in England under number 2030765);
  - "TERMS" means these terms and conditions, the Standard Trading Conditions for the time being of the British Freight Association ("BIFA") in respect of Services performed in the United Kingdom and the trading conditions of the convention on the Contracts for the International Carriage of Goods by Road ("CMR") in respect of Services performed outside the United Kingdom, the conditions of contract of the United Kingdom Warehousing Association latest edition ("UKWA") in respect of Storage Contracts or Haulage Contracts to the extent that they involve storage and the conditions of Contract for the time being of the Road Haulage Association ("RHA") in respect of haulage services performed in the United Kingdom.
  - "WRITTEN" and any similar expression, includes facsimile transmission and comparable means of communication.
- 1.2 The headings in these Terms are for convenience only and shall not affect their interpretation

### 2 Supply of Service

- 2.1 Bakro shall provide the Service to the Customer subject to these Terms. Any changes or additions to the Service or these Terms must be agreed in Writing by a duly authorised representative of Bakro and the Customer.
- 2.2 The Customer shall at its own expense supply Bakro with all the necessary information relating to the Service, within sufficient time to enable Bakro to provide the service in accordance with the Contract. The Customer shall ensure the accuracy of all information provided.
- 2.3 Bakro may at any time without notifying the Customer make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the service.
- 2.4 Bakro shall be entitled to suspend performance of the Service and any other Contract it may have with the Customer until all outstanding invoices are settled.
- 2.5 Where the service is to be performed in instalments, each instalment shall constitute a separate contract and failure by Bakro to perform one or more of the instalments in accordance with these Terms shall not entitle the Customer to treat the whole Contract as repudiated.
- 2.6 The Customer shall be responsible for procuring, loading and unloading the Goods.

### 3 Charges

- 3.1 Subject to any special terms agreed, the Customer shall pay Bakro's Charges and any additional sums which are agreed between Bakro and the Customer for the provision of the Service or which, in Bakro's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any information or any other cause attributable to the customer.
- 3.2 Bakro shall be entitled to vary their Charges from time to time by giving Written notice to the customer.
- 3.3 All charges quoted to the Customer for the provision of the Service are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 3.4 Bakro shall be entitled to invoice the Customer following the end of the provision of the Service, or at other times agrees with the Customer.
- 3.5 Bakro charges and any additional sums payable shall be paid by the Customer (together with applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of Bakro's invoice.
- 3.6 If payment is not made on the due date, Bakro will be entitled, without limiting any other rights it may have, to charge interest in the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.

### 4 Warranties and Liability

- 4.1 Bakro warrants to the Customer that the Service will be provided using reasonable care and skill.
- 4.2 Bakro shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Customer which are incomplete, incorrect, inaccurate or illegible or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 4.3 Except in respect of death or personal injury caused by Bakro's negligence, or as expressly provided in these Terms, Bakro shall not be liable to the customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of Bakro, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service and the entire liability of Bakro, under or in connection with the Contract shall not exceed the amount of Bakro's Charges for the provision of the Service, except as expressly provided in these Terms.
- 4.4 Bakro shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Bakro's obligations in relation to the Service, if the delay or failure was due to any cause beyond Bakro's reasonable control.

### 5 Risk and Property

- 5.1 The Customer shall bear the risk of the Goods unless or until the Customer gives express instructions in Writing to Bakro to effect Insurance, and all insurances effected by Bakro are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in Writing Bakro shall not be under any obligation to effect a separate insurance on each consignment but may declare it in any open policy of Bakro.
- 5.2 Insofar as Bakro agrees to arrange insurance Bakro acts solely as agent for the customer and will use its best endeavors to arrange such insurance and does so subject to the limits of liability contained in condition 11 of the RHA conditions, Article 23 of CMR and condition 3 of the UKWA conditions.
- 5.3 Subject to clause 5.4 below Bakro shall have a general Lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time from the Customer or owner of the Goods and shall be entitled to sell or dispose of such Goods or documents as agent for and at the expense of the Customer and apply the proceeds on or towards the payment of any sums due whatsoever to Bakro. Upon accounting to the customer for any balance remaining after payment of any sum due to Bakro and the costs of sale or disposal Bakro shall be discharged of any liability whatsoever in respect of the goods or documents.
- 5.4 When the goods are liable to perish or deteriorate bakro's right to sell or dispose of the Goods shall rise immediately upon any sums becoming due to Bakro, subject only to Bakro taking reasonable steps to bring the Customer attention of selling or disposing of the Goods before doing so.

### 6 Termination

- 6.1 The customer shall be entitled to terminate the Contract at any time by giving not less than 3 months written notice to Bakro unless previously agreed between the parties.
- 6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangements with its creditors or has receiver or administrator appointed.

### 7 General

- 7.1 These terms constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by other shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 7.5 Reference to BIFA, CMR, UKWA, and RHA refers to it as from time to time amended, extended or re-enacted.
- 7.6 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.