

TERMS & CONDITIONS

EFFECTIVE DATE 01/01/2026

This Document sets out the Terms & Conditions for Mobius Logistics Ltd

General Terms & Conditions (Clause 1-26) Part A

1. Application of Terms and Conditions

1.1 These Terms and conditions govern the commercial relationship between the supplier and the customer in respect of the supply of goods, customs brokerage, trade facilitation and associated services. They do not constitute transport or carriage terms and conditions.

1.2 Where the supplier provides transport or carriage services, such services shall be governed by a separate transport order confirmation issued by then supplier in respect of each individual shipment. In the event of any conflict between these terms & Conditions and a transport order confirmation, the transport order confirmation shall prevail in respect of that specific shipment.

1.3 The supplier shall supply and the customer shall purchase the goods and services in accordance with the accepted order which shall be subject to these terms and conditions.

1.4 The contract shall be to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any order is made or purported to be made by the customer.

2. Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday, or bank holiday;
“Commencement Date”	means the commencement date for the Contract as set out in the accepted order;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Contract”	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;

“Contract Price”	means the price stated in the Contract payable for the Goods and supply of the Serviced;
“Customer”	means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
“Delivery Date”	means the date on which the Goods and supply of the Services are to be delivered as stipulated in the Customer’s order and accepted by the Supplier;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
“Month”	means a calendar month;
“Services”	means those services provided by the Supplier in accordance with the conditions of the accepted order and includes performing all or part of the carriage, storage, packing, handling or clearance of the Goods by itself, acting as agent or otherwise in performing and securing the services for the Customer and entering into contracts on the Customer’s behalf with other persons, or acting as principal in entering into a contract with any other person for the carriage, storage, packing, handling or clearance of the Goods, or any other service that may from time to time be agreed in writing between the Customer and the Supplier.
“Supplier”	means Mobius Logistics Ltd a company registered in England under 12125827 , trading address Rowan House, Sheldon Business Park, Chippenham SN14 0SQ and includes all employees and agents of Mobius Logistics Ltd.
"ADR"	means the European Agreement Concerning the International Carriage of Dangerous Goods by Road, as amended or re-enacted from time to time;
"CMR Convention"	means the Convention on the Contract for International Carriage of Goods by Road 1956, as amended or re-enacted from time to time, and any legislation implementing that Convention in the United Kingdom or any applicable jurisdiction;
"Dangerous Goods"	means any goods, substances or materials which are classified as dangerous, hazardous, prohibited or restricted under any applicable law, regulation or international convention. including but not limited to the ADR, the IMDG code and the IATA Dangerous Goods Regulations;
"Lien"	means the Suppliers right to retain possession of the goods and documents relating to the goods until all sums due and payable to the Supplier by the Customer have been paid in full, as more particularly described in Clause 23;

"SDR"

means Special Drawing Rights as defined by the International Monetary Fund from time to time;

"sub-contractor"

means any third party carrier, freight forwarder, customs agent, warehouse operator, port operator, or other subcontractors engaged by the Supplier pursuant to Clause 24 to carry out all or part of the Service on behalf of the Supplier;

2.1

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3. Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:

3.3.1 the Supplier's written acceptance;

3.3.2 delivery of the Goods;

3.3.3 provision of the Services; or

3.3.4 the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. The Goods

4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

4.2 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier).

4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

5. The Services

5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the accepted order.

5.2 The Supplier will use reasonable care and skill to perform the Services identified in the accepted order.

5.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

6. Price

6.1 The price of the Goods and Services shall be the price listed in the Supplier's accepted order at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.

6.2 Where the Supplier has quoted a price for the Goods and supply of the Services other than in accordance with the Supplier's standard price quoted this shall be valid for the period specified only or such lesser time as the Supplier may specify.

6.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, delays in delivery, transit costs, significant increase in the costs of labour, materials or any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

6.4 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

7. Payment

7.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the Services (as applicable).

7.2 The Customer shall pay the price of the Goods and supply of the Services (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 30 Business Days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract.

7.3 All invoice queries must be notified within 14 days of date of invoice. No claims outside of this date will be accepted.

7.4 All payments shall be made to the Supplier as indicated on the invoice issued by the Supplier.

7.5 The Supplier maintains the right to charge the Customer for any overdue amounts from the day following the due date, until the amount has been received in full at a rate of 6% over the current Bank of England base rate.

7.6 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 7.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

8. Delivery and Performance

8.1 The Delivery Date and Time are approximate only unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.

If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

8.2 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the accepted order provide the Services expressly identified in the accepted order.

9. Non-Delivery of Goods and Services

9.1 If the Supplier fails to deliver the Goods or provide the Services or any of them on the Delivery Date (or Commencement Date, as appropriate) other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:

9.1.1 if the Supplier delivers the Goods and/or provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery; or

9.1.2 if the Customer gives written notice to the Supplier within 7 Business Day after the Delivery Date (or Commencement Date, as appropriate) and the Supplier fails to deliver the Goods and/or Services within 7 days Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.

10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:

10.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;

10.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or

10.1.3 in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and supply of the Services and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.

11. Assignment

11.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

12. Customer's Default

12.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

12.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;

12.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

12.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 6% per annum above Bank of England base rate from time to time, until payment in full is made.

12.2 This condition applies if:

12.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

12.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

12.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

12.2.4 the Customer ceases, or threatens to cease, to carry on business; or

12.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.3 If sub-Clause 12.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Liability

13.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

13.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.

13.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

13.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

13.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:

13.6.1 for death or personal injury caused by the Supplier's negligence;

13.6.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

13.6.3 for fraud or fraudulent misrepresentation.

13.7 Subject to the remaining provisions of this Clause 13:

13.7.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

13.7.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

14. Confidentiality

14.1 Each Party undertakes that, except as provided by sub-Clause 14.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and 5 years after its termination:

14.1.1 keep confidential all Confidential Information;

14.1.2 not disclose any Confidential Information to any other person;

14.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

14.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

14.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 14.1.1 to 14.1.4 above.

14.2 Either Party may:

14.2.1 disclose any Confidential Information to:

14.2.1.1 any sub-contractor or supplier of that Party;

14.2.1.2 any governmental or other authority or regulatory body; or

14.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 14.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 14, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

14.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

14.3 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

15. Communications

15.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

15.2 Notices shall be deemed to have been duly given:

15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

15.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

15.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

15.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

15.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

16. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

17. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

18. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

19. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. Law and Jurisdiction

20.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

21. Customs and Regulatory compliance

The customer warrants and represents that:

21.1 All information provided to the supplier in connection with customs declarations including but not limited to. Commodity codes, goods description, country of origin and any other relevant information is complete, accurate and not misleading.

21.2 All goods to be imported and exported are lawful and comply with all applicable laws, regulations and requirements of the country of origin, transit countries and destination countries.

21.3 All necessary licences, permits, authorisations and consents required for the import or export of the goods have been obtained prior the commencement date and remain valid throughout the duration of the contract; and

21.4 The customer has provided the supplier with all documentation required by HM Revenue & customs (HMRC), border force, or any other relevant regulatory authority in connection with the goods and service.

21.5 The supplier shall use reasonable care and skill when preparing and submitting customs declarations on behalf of the customer. However the supplier's ability to do so is entirely dependant upon the accuracy and completeness of the information provided by the customer. The supplier shall not be liable for any errors, omissions or inaccuracies in any customs declarations which arise as a result of inaccurate, incomplete or misleading information provided by the customer.

21.6 In the event that any goods are seized, detained, held, delayed or destroyed by HMRC, Border Force or any other regulatory or governmental authority: where such action arises as a result of inaccurate, incomplete or misleading information provided by the customer, the customer shall bear all costs, fines, penalties, duties, taxes and expenses arising therefrom and shall indemnify the supplier in full against any claims, losses, damages, costs or expenses incurred by the supplier as a result. And, where such action arises solely as a result of the supplier's negligence or wilful default, the supplier's liability shall be limited in accordance with Clause 13 of this T&C's document.

21.7 The customer shall promptly notify the supplier in writing of any changes to applicable laws, regulations or requirements which may affect the import or export of

the goods, including but not limited to changes in sanctions, trade restrictions or licensing requirements.

21.8 The supplier shall not be liable for any delay, loss or damage arising from: compliance with any instruction or request made by HMRC, Border Force or any other regulatory/ governmental body;

Any change in customs regulations, tariff classifications, duty rates or import/export restrictions introduced after the date of the contract; or any delay caused by customs examination, inspection or investigation of the goods, where such delay is not attributable to the negligence or wilful default of the supplier.

21.9 Where the supplier acts as a customs agent on behalf of the customer, the customer acknowledges that the supplier acts solely as agent and that the customer remains the declarant and is legally responsible to HMRC, and all relevant authorities for the accuracy and completeness of all declarations made on their behalf.

22. Customer warranties

22.1 The customer warrants, represents and undertakes to the supplier that it has full legal authority to enter into the contract and to instruct the supplier to carry out the services in respect of the goods.

22.2 The goods are the customers own property or, if the goods are property of a third party, the customer has full authority from that third party to instruct the supplier in respect of the goods and to bind that third party to these terms and conditions. All information, documentation and data provided to the supplier in connection with the goods and services is accurate, complete, not misleading and will remain so throughout the duration of the contract;

22.2.1 the goods are lawful goods and their import, export, carriage, storage and handling is permitted under the laws of the United Kingdom, the European Union or any other applicable jurisdiction.

22.3 where the goods are subject to any import or export licensing requirements, sanctions, regimes, or trade restrictions, the customer has obtained all necessary licences, permits and authorisations prior to instructing the supplier and will maintain these throughout the duration of the contract. The customer has complied with and will continue to comply with all applicable laws and regulations relating to the goods, including but not limited to those relating to product safety, labelling, packaging and environmental requirements.

22.4 Where the goods are food, animal products or any other goods subject to sanitary controls, all necessary certificates, inspections and approvals have been obtained prior to the commencement date, including but not limited to Export Health Certificates where required. The customer is not subject to any sanctions, trade restrictions or export control measures imposed by the United Kingdom, the European Union or any

other applicable authority that would prohibit or restrict the customer from entering into the contract or instructing the supplier to carry out services.

22.4.1 The warranties set out in clause 22 shall be deemed to be repeated by the customer on each occasion that the customer instructs the supplier to carry out Services in respect of any goods.

22.5 The customers shall promptly notify the supplier in writing if it becomes aware that any of the warranties set out in clause 22 have been breached or are likely to be breached at any time during the duration of the contract.

22.5.1 If any of the warranties set out in clause 22 are found to be untrue, inaccurate or misleading at any time, the supplier shall be entitled to:

22.5.2 Immediately suspend the provision of all services without liability to the customer, terminate the contract by written notice to the customer; and recover from the customer all losses, costs, damages, fines, penalties and expenses incurred by the supplier as a result of the breach of warranty, including but not limited to any penalties or sanctions imposed by HMRC, border force or any other regulatory authority.

22.6 The customer shall indemnify and hold harmless the supplier, its employees, agents and subcontractors against any and all claims, losses, damages, costs, fines, penalties and expenses (including reasonable legal costs) arising from or in connection with;

22.6.1 any breach of the warranties set out in clause 22 or Any inaccurate, incomplete or misleading information or documentation provided by the customer to the supplier; any failure by the customer to obtain or maintain any required licence, permit, authorisation or consent. Including any claim by a third party arising from the nature, condition or ownership of the goods.

22.7 The customer acknowledges that the supplier relies entirely upon the accuracy of the information and warranties provided by the customer in order to perform the services and that any breach of the warranties contained in this clause may result in criminal liability, regulatory sanctions or significant financial penalties being imposed upon the supplier by HMRC, border force or other relevant authorities.

23.Lien On Goods

23.1 The supplier shall have a general lien on all goods and documents relating to the goods in its possession, custody or control for all sums due and payable to the supplier by the customer. whether in respect of the contract or any other contact between the supplier and the customer, including but not limited to:

23.1.1 All charges for carriage, storage, handling, customs clearance and any other services provided by the supplier;

23.1.2 All duties, taxes, levies and other charges paid or incurred by the supplier on behalf of the customer;

23.1.3 All fines, penalties and expenses incurred by the supplier as a result of the customers instructions or breach of warranty;

23.1.4 All costs and expenses incurred by the supplier in exercising its rights under this clause; and any other sums due and payable by the customer to the supplier under these terms & conditions or any other agreement between parties.

23.2 The supplier's lien shall apply whether or not the goods are owned by the customer, provided that the supplier has no notice of any third party interest in the goods at the Time of lien is exercised.

23.3 The supplier shall be entitled to exercise its lien notwithstanding that ownership or risk in the goods may have passed to a third party, provided that the sums secured by the lien remain outstanding.

23.4 The supplier shall notify the customer in writing of its intention to exercise a lien on the goods. Such notice shall:

23.4.1 specify the amount outstanding and the basis upon which it has been calculated;

23.4.2 identify the goods or documents subject to the lien and specify a period of not less than 14 days within which the customer must pay the outstanding amount in full.

23.5 If the customer fails to pay the outstanding amount in full within the period specified in the notice served under sub-clause 23.4 the supplier shall be entitled to: continue to retain the goods and charge the customer for reasonable storage costs at the suppliers prevailing rate from the date of the notice until the date of payment or sale of goods.

23.5.1 Sell the goods or any part thereof by public auction or private treaty, at the suppliers sole discretion, after giving the customer not less than 14 days further written notice of its intention to do so; and apply the proceeds of any such sale in or towards satisfaction of the outstanding amount, including all costs and expenses of sale, with any surplus being returned to the customer and any shortfall remaining due and payable by the customer to the supplier.

23.6 where the supplier sells the goods pursuant to sub-clause 23.5:

23.6.1 The supplier shall take reasonable steps to obtain the best price reasonably obtainable for the goods at the time of sale; the supplier shall not be liable for any loss arising from the sale of goods at a price below market value, provided reasonable steps have been taken in accordance with clause 23.6.

23.6.2 The supplier shall provide the customer with a written account of the sale proceeds and the application thereof within 14 days of completion of the sale.

23.7 The suppliers lien and right of sale shall survive the termination or expiry of the contract for any reason and shall continue until all outstanding sums have been paid in full or the goods have been sold in accordance with this clause.

23.7.1 The exercise of the suppliers lien shall not prejudice or limit any other right or remedy available to the supplier under these terms & conditions at law or in equity including the right to pursue the customer for any outstanding balance remaining after the sale of the goods.

23.8 The customer shall not be entitled to withhold payment of any sums due to the supplier on grounds that the goods are subject to a lien or that the supplier has exercised or threatened to exercise its rights under this clause.

23.9 Where the goods are perishable or are likely to deteriorate or lose value rapidly, the supplier shall be entitled to sell the goods immediately without prior notice to the customer, provided that the supplier notifies the customer of the sale as soon as reasonably practicable thereafter. The supplier shall take reasonable steps to obtain the best price available in the circumstances.

24. Third party carriers and subcontractors

24.1 The customer acknowledges and agrees that in performing the services, the supplier may, at its sole discretion, engage third party carriers, freight forwarders, customs agents, warehousemen, port operators and other subcontractors to carry out all or part of the services behalf of the supplier.

24.2 where the supplier engages sub-contractors pursuant to sub-clause 24.1:

24.2.1 The supplier shall take reasonable care in the selection of sub-contractors but shall not be liable for the acts, omissions, negligence, delay or default of any sub-contractor beyond the suppliers reasonable control;

24.2.2 The sub-contractors own terms & conditions of trading shall apply to that part of the services carried out by the sub-contractor, and the customer agrees to be bound by such terms and conditions to the extent that they are applicable;

24.2.3 Where a sub-contractor's terms & conditions limit or exclude liability, those limitations and exclusions shall apply to the supplier's liability to the customer in respect of that part of the services carried out by the sub-contractor, and the customer agrees to be bound by such terms & conditions to the extent that they are applicable;

24.2.4 those limitations and exclusions shall apply to the suppliers liability to the customer in respect of that part of the services carried out by the sub-contractor; and the supplier shall, upon request, use reasonable endeavours to provide the customer

with details of any sub-contractor engaged in connection with the services and where available, a copy of the sub-contractor's terms & conditions

24.3 Where the supplier acts as an agent in arranging the carriage, storage, handling or clearance of goods by a sub-contractor:

24.3.1 the contract shall be between the customer and the sub-contractor directly; the supplier shall not be a party to that contract and shall have no liability to the customer in respect of the sub-contractor's performance or non-performance.

24.4 Where the supplier acts as principal in contracting with a sub-contractor for the carriage, storage, handling or clearance of goods:

24.4.1 The supplier's liability to the customer in respect of loss, damage or delay caused by the sub-contractor shall not exceed the supplier's own right of recovery against that sub-contractor under the sub-contractor's terms & conditions or applicable law;

24.4.2 and the customer shall not have any direct right of action against that sub-contractor unless such right is expressly conferred by law.

24.5 The customer acknowledges that the following international conventions and industry standard terms may apply to the services carried out by sub-contractors and that the liability of the supplier and any sub-contractors may be limited accordingly:

24.5.1 In respect of international road carriage- the convention on the Contract for the International Carriage of Goods by Road 1956 (CMR), as amended, which limits liability to 8.33 Special Drawing Rights (SDR) per kilogram of gross weight of the Goods lost or damaged;

24.5.2 in respect of international carriage by sea the Hague Visby Rules or the Hamburg Rules (as applicable), which limit liability per package or unit of cargo;

24.5.3 and in respect of storage and warehousing the United Kingdom Warehousing Association (UKWA) standard conditions of storage or such other standard condition's as may be applicable.

24.6 Where the Supplier carries out road carriage across international borders, including between the United Kingdom and the European Union, the CMR Convention shall apply to such carriage and:

24.6.1 the Supplier's liability for loss of or damage to the Goods shall be limited to 8.33 SDR per kilogram of gross weight of the Goods lost or damaged;

24.6.2 the Supplier's liability for delay shall be limited to the carriage charges payable in respect of the delayed consignment; and

24.6.3 the Customer is strongly advised to obtain adequate cargo insurance to cover the full value of the Goods, as the Supplier's liability under the CMR Convention may be significantly less than the commercial value of the Goods.

24.7 Where the supplier operates as a groupage or consolidation operator, combining the goods with goods belonging to other customers:

24.7.1 liability for loss or damage shall be apportioned on a pro-rata basis by weight unless the specific goods lost or damaged can be identified;

24.7.2 the Supplier shall take reasonable care to ensure that the Goods are compatible with other goods in the same consignment and shall not be liable for damage caused by the nature or condition of other goods in the consignment where such condition was not reasonably apparent at the time of loading; and

24.7.3 the Customer warrants that the Goods are suitable for groupage carriage and are adequately packaged to withstand the normal rigours of such carriage.

24.8 The supplier shall not be liable for any loss, damage or delay arising from:

24.8.1 the act, omission or negligence of the Customer or any third party other than the Supplier or its Sub-contractors;

24.8.2 inherent vice, natural deterioration or insufficient packaging of the Goods;

24.8.3 compliance with the instructions of the Customer or any person entitled to give instructions in respect of the Goods;

24.8.4 industrial action, port congestion, border delays or any other cause beyond the Supplier's reasonable control; or

24.8.5 delay or detention of the Goods by customs authorities, Border Force or any other regulatory or governmental authority, except where such delay arises solely from the negligence or wilful default of the Supplier.

24.9 The customer is advised to arrange adequate cargo insurance for the full commercial value of the goods for the entire duration of the services, including all stages of carriage, storage and handling. The supplier shall not be responsible for arranging such insurance unless expressly agreed in writing between the parties.

24.10 Where the supplier arranges cargo insurance on behalf of the customer pursuant the clause 24.9:

24.10.1 the supplier acts solely as agent in arranging such insurance and the contract of insurance shall be between the customer and the insurer directly. The supplier shall not be liable for any failure of the insurer to meet any claim under the policy and the customer shall be responsible for ensuring that the level of cover arranged is adequate for their needs and for complying with all conditions of the insurance policy.

25. Dangerous, Prohibited and Restricted Goods

25.1 The customer warrants and represents that:

25.1.1 The goods do not constitute, contain or conceal any dangerous, hazardous, prohibited or restricted goods, substances or items unless the Customer has given prior written notice to the Supplier of the nature of the goods and the Supplier has agreed in writing to handle such goods;

25.1.2 Where the goods are classified as dangerous or hazardous goods under any applicable law, regulation or international convention, including but not limited to the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), the International Maritime Dangerous Goods Code (IMDG) or the International Air Transport Association (IATA) Dangerous Goods Regulations, the Customer has complied with all applicable requirements relating to classification, packaging, labelling, marking and documentation;

25.1.3 All documentation provided to the supplier in respect of dangerous or hazardous goods is accurate, complete and compliant with all applicable laws and regulations.

25.2 The customer shall, prior to tendering any goods to the supplier, provide full written particulars of:

25.2.1 any dangerous, hazardous, prohibited or restricted nature of the goods;

25.2.2 any special handling, storage or transport requirements applicable to the goods;

25.2.3 any applicable safety data sheets, material safety data sheets or other relevant documentation required by law or regulation;

25.2.4 any licences, permits or authorisations required for the carriage, storage or handling of the goods.

25.3 The supplier reserves the right, at its sole discretion, to refuse to accept, handle, carry, store or otherwise deal with any goods which:

25.3.1 the supplier reasonably believes to be dangerous, hazardous, prohibited or restricted;

25.3.2 have not been declared the supplier in accordance with sub-clause 25.2;

25.3.3 are not accompanied by the required documentation, licences or permits;

25.3.4 would in the suppliers reasonable opinion, expose the supplier, its employees, agents, subcontractors or any third party to risk harm, legal liability, regulatory sanction or reputational damage.

25.4 Where the Supplier discovers at any time that the goods in its possession, custody or control are dangerous, hazardous, prohibited or restricted and have not been declared in accordance with sub-clause 25.2, the supplier shall be entitled to:

25.4.1 immediately cease handling the goods and place them in safe storage at the Customer's risk and expense;

25.4.2 notify the relevant authorities, including but not limited to HMRC, Border Force or governmental authority, of the nature of the goods without any liability to the customer;

25.4.3 take such action as the supplier reasonably considers necessary to render the goods safe or to comply with any legal or regulatory requirement, including destroying the goods where necessary, at the customers expense;

25.4.4 terminate the contract forthwith by written notice to the customer without any liability to the customer.

25.5 The customer shall indemnify and hold harmless the supplier, its employees, agents and subcontractors against any and all claims, losses, damages, costs, fines, penalties and expenses arising from or in connection with:

25.5.1 any failure by the customer to declare the dangerous, hazardous, prohibited or restricted nature of the goods in accordance with sub-clause 25.2;

25.5.2 any inaccurate, incomplete or misleading information provided by the customer in respect of the nature of the goods;

25.5.3 any breach of applicable laws or regulations relating to dangerous or hazardous goods by the customer;

25.5.4 any injury, loss or damage caused to any person or property arising from the dangerous or hazardous nature of the goods where the supplier was not informed of such nature prior to handling.

25.6 The supplier shall not be liable for any loss, damage, delay or expenses arising from:

25.6.1 the refusal by any carrier, port operator, customs authority or other third party to handle, carry or store the goods by reason of their dangerous, hazardous, prohibited or restricted nature;

25.6.2 any action taken by any regulatory or governmental authority in respect of the goods by reason of their dangerous, hazardous, prohibited or restricted nature;

25.6.3 any delay in the carriage, storage or handling of the goods arising from compliance with applicable laws or regulations relating to dangerous or hazardous goods.

25.7 Nothing in this clause shall limit or exclude the suppliers liability for death or personal injury caused by the supplier's negligence in accordance with clause 13.6.

26. Transport Orders

26.1 where the supplier provides transport or carriage services, whether nationality or internationally, each individual shipment shall be subject to a separate Transport Order Confirmation issued by the supplier. Each Transport order confirmation shall constitute a separate contract between the supplier and the customer in respect of that specific shipment.

26.2 Each Transport Order Confirmation shall specify:

26.2.1 the collection and delivery address

26.2.2 the nature, description, weight and quantity of the goods to be transported

26.2.3 the agreed collection and delivery dates

26.2.4 the agreed price for the transport services

26.2.5 any special requirements applicable to that specific shipment, including but not limited to temperature requirements, handling instructions or documentation requirements

26.2.6 any applicable international conventions governing the carriage, including the CMR Convention where applicable

26.3 the terms of each transport order confirmation are unique to that specific shipment and shall override these terms and conditions to the extent of any conflict in respect of that shipment only.

26.4 These Terms and conditions shall continue to apply to all other aspects of the commercial relationship between the supplier and the customer not covered by the Transport Order Confirmation.

26.5 The customer shall be deemed to have accepted the terms of a Transport Order Confirmation upon:

26.5.1 signing and returning the Transport Order Confirmation to the supplier;

26.5.2 if not signed and returning the conformation will be automatically accepted;

26.5.3 There will be a 30 minute window after receiving the conformation to cancel without any penalties;

26.5.4 tendering the goods for collection by the supplier or its sub-contractors;

26.5.5 making payment in respect of the transport services.

26.6 Where transport services involve international carriage, including between the United Kingdom and the European Union, the CMR Convention shall apply as set out in clause 24 of these terms and conditions, unless otherwise specified in the Transport Order Confirmation.

Transport Specific Terms & Conditions- (Clause 27-38)- Part B

Scope and Application

The following terms and conditions apply specifically to all transport and carriage services provided by the supplier. In the event of any conflict between part B (Clause 27-38) and these transport specific terms, Transport specific terms shall prevail in respect of transport and carriage services. These terms apply to all domestic and international transport carriage services provided by Mobius Logistics Ltd, whether as principal carrier or as an agent arranging carriage on behalf of a customer.

27.1 These T&C's apply to all transport and carriage services provided by the supplier, including but not limited to:

27.1.1 full truck load (FTL) within the United Kingdom;

27.1.2 groupage and part load (LTL) services within the United Kingdom;

27.1.3 temperature controlled transport within the United Kingdom;

27.1.4 international road carriage between the United Kingdom and the European Union or any other country;

27.1.5 any other transport or carriage service provided by the supplier as may be agreed in writing between the parties from time to time.

27.2 Where the Supplier provides international road carriage, the CMR Convention shall apply to such carriage and shall take precedence over these T&C's to the extent of any conflict, save where these T&C's impose a higher standard of care or greater liability upon the customer.

27.3 These transport terms apply in addition to and alongside the general T&C's set out in part A, where there is any conflict between part A and part B in respect of transport services part B will prevail.

27.4 Nothing in part B shall affect the application of any mandatory provisions of applicable law, including but not limited to the CMR Convention, the Carriage of Goods by Road Act 1965, the Road Traffic Act 1988. or any other applicable legislation governing the carriage of goods by road.

28. Formation of the Transport Contact

28.1 A transport contract shall be formed between the supplier and the customer upon the supplier's written acceptance of a transport order placed by the customer, or upon the suppliers issuance of a Transport Order Confirmation, whichever is the earlier.

28.2 Each transport order shall constitute a separate and individual contract between the supplier and the customer in respect of that specific shipment, subject to these T&C's

28.3 The customer shall provide the following information to the Supplier prior to or at the time of placing a transport order.

28.3.1 full collection and delivery addresses including contract names and telephone numbers;

28.3.2 the agreed collection, delivery dates and times;

28.3.3 a full and accurate description of the goods to be transported, including required temperature ranges from temperature controlled shipments;

28.3.4 any special handling, storage or transport requirements applicable to the goods, including required temperature ranges for temperature controlled shipments;

28.3.5 details of any dangerous, hazardous, prohibited or restricted goods in accordance with Clause 25 of these T&C's.

28.3.6 all documentation required for the transport of the goods including but not limited to customs documentation, export health certificates, CMR consignment notes and any other documents required by applicable law or regulation;

28.3.7 any other information reasonably required by the supplier to carry out the transport services safely and lawfully.

28.4 The customer warrants that all information provided pursuant to sub-clause 28.3 is accurate, complete and not misleading. The supplier shall not be liable for any loss, damage or delay arising from inaccurate, incomplete or misleading information provided by the customer.

28.5 The supplier reserves the right to refuse any transport order at its sole discretion, including but not limited to where:

28.5.1 the customer has failed to provide the information required under sub-clause 28.3

28.5.2 the goods are of a nature that the supplier is unable or unwilling to transport;

28.5.3 the customer has outstanding unpaid invoices with the supplier.

29. Carrier Obligations

29.1 The supplier shall use reasonable care and skill in the performance of the transport services and shall:

29.1.1 ensure that all vehicles used for the transport of goods are roadworthy, properly maintained and compliant with all applicable laws and regulations, including those relating to vehicle licensing, testing and safety;

29.1.2 ensure that all drivers are competent, properly licensed and compliant with applicable drivers hours regulations, including EU Regulations No 561/2006 and the Road Transport (Working Time) Regulations 2005 or their successors, as applicable;

29.1.3 hold and maintain all necessary operator licences, permits and authorisations required for the carriage of goods by road, both within the UK and internationally;

29.1.4 comply with all applicable laws and regulations relating to the transport of goods, including but not limited to those relating to road safety, vehicle emissions, border controls and customs requirements;

29.1.5 take responsible steps to ensure the security of the goods whilst in transit, including complying with any security requirements specified by the customer in the transport order;

29.1.6 notify the Customer promptly of any delays, incidents or events that may affect the delivery of the goods;

29.1.7 maintain adequate insurance in respect of the goods in transit and public liability as set out in clause 37 of these T&C's;

29.2 Where the transport services involve the carriage of temperature controlled goods, the supplier shall additionally:

29.2.1 ensure that all refrigerated vehicles are pre-cooled to the required temperature prior to loading;

29.2.2 maintain the agreed temperature range throughout the entire journey from collection to delivery;

29.2.3 carry calibrated temperature monitoring equipment and data loggers in all refrigerated vehicles;

29.2.4 make temperature records available to the customer upon request;

29.2.5 notify the customer immediately in the event of any temperature excursion during transit.

29.3 The supplier shall comply with all applicable BRC standards and requirements in respect of the transport and handling of food and temperature controlled goods.

30. Customer Obligations

30.1 The customer shall:

30.1.1 ensure that all goods are properly and adequately packaged, labelled and marked prior to collection, suitable for the nature of the goods and the journey type;

30.1.2 ensure that all goods are ready for collection at the agreed collection address at the agreed collection time;

30.1.3 ensure that adequate facilities are available at both the collection and delivery addresses for safe and efficient handling of goods;

30.1.4 provide all documentation required for the transport of the goods, including customs documentation, prior to or at the time of collection;

30.1.5 ensure that a duly authorised representative is present at the collection and delivery addresses at the agreed times to oversee loading and unloading and to sign the relevant documentation;

30.1.6 not tender any dangerous, hazardous, prohibited or restricted goods without prior written notification to and written agreement from the Supplier in accordance with Clause 25 of these Terms and Conditions;

30.1.7 comply with all applicable laws and regulations relating to the goods, including but not limited to those relating to product safety, labelling, packaging, import and export controls, and sanitary and phytosanitary requirements;

30.1.8 pay all charges due to the supplier in accordance with the agreed payment terms;

30.2 Where the goods require temperature controlled transport, the customer shall additionally:

30.2.1 ensure that all goods are at the correct temperature prior to loading and shall not tender goods that have not been correctly stored at temperature;

30.2.2 provide the supplier with the required temperature range for the goods in writing at the time of placing the transport order;

30.2.3 ensure that the loading and unloading of goods is carried out as quickly as reasonably possible to minimise any temperature fluctuation during the loading and unloading process.

30.3 The customer shall indemnify the supplier against all losses, costs, damages, fines and expenses arising from the customers failure to comply with the obligations set out in clause 30.

31. Collection and delivery

31.1 Collection and delivery dates and times quoted by the supplier are estimates only and time shall not be of the essence in respect of collection or delivery, unless expressly agreed in writing by the supplier.

31.2 The supplier shall use reasonable endeavours to collect and deliver the goods at the agreed times but shall not be liable for any loss, damages or expenses arising from late collection or delivery unless such delay is solely attributed to the suppliers negligence or wilful default.

31.3 If the goods are not ready for collection at the agreed collection address at the agreed collection time, the supplier shall be entitled to:

31.3.1 charge the Customer for any waiting time incurred at the Supplier's prevailing rate;

31.3.2 if the delay exceeds two hours, treat the collection as a failed collection and charge the Customer for any costs and expenses incurred, including but not limited to vehicle costs, driver costs and any onward transport costs.

31.4 The supplier shall make one attempt to deliver the goods to the agreed delivery address at the agreed delivery time. If delivery cannot be effected for any reason attributable to the customer or the consignee, including but not limited to the absence of an authorised representative or inadequate unloading facilities, the supplier shall be entitled to:

31.4.1 charge the Customer for any waiting time insured at the suppliers prevailing rate;

31.4.2 arrange storage of the goods at the customers risk and expense pending further delivery instructions;

31.4.3 charge the Customer for any re-delivery costs incurred.

31.5 Proof of delivery shall be obtained by the Supplier's driver at the point of delivery and shall constitute conclusive evidence of delivery of the goods in the condition stated thereon, subject to any endorsements made at the time of delivery.

31.6 The Customer or consignee shall inspect the goods at the point of delivery and shall note any visible damage, shortage or discrepancy on the delivery documentation before signing. Failure to note any visible damage, shortage or discrepancy at the time of delivery shall be deemed to constitute acceptance of the goods in good condition.

32.1 The supplier's liability for loss of or damage to goods in transit shall commence at the point of collection and cease at the point of delivery.

32.2 For international road carriage to which the CMR Convention applies, the suppliers liability for loss of or damage to goods shall be limited to 8.33 Special Drawing Rights (SDR) per kilogram of gross weight of the goods lost or damaged, in accordance with article 23 of the CMR Convention.

32.3 For domestic road carriage within the United Kingdom to which the CMR Convention does not apply, the Supplier's liability for loss of or damage to goods shall be limited to the lower of:

32.3.1 the actual value of the goods lost or damaged as evidenced by the Customer's purchase invoice or other acceptable documentary evidence;

32.3.2 £1,300 per tonne of gross weight of the goods lost or damaged.

32.4 The Supplier shall not be liable for loss of or damage to goods arising from:

32.4.1 insufficient or defective packaging of the goods by the Customer;

32.4.2 handling, loading or unloading of the goods by the Customer, the consignee or their representatives;

32.4.3 the inherent vice or natural deterioration of the goods;

32.4.4 the Customer's failure to provide accurate or complete information about the goods;

32.4.5 circumstances which the Supplier could not avoid and the consequences of which it could not prevent, including but not limited to acts of God, extreme weather conditions, acts of war or terrorism, civil unrest or governmental action;

32.4.6 compliance with instructions given by the Customer or any other person entitled to give instructions in respect of the goods;

32.4.7 temperature damage where the goods were not at the correct temperature at the time of loading or where the Customer failed to provide accurate temperature requirements.

32.5 The supplier shall not be liable for any indirect, special or consequential loss arising from loss of or damage to goods in transit, including but not limited to loss of market, loss of contracts or any other economic loss.

32.6 The suppliers total liability in respect of any single transport order shall not exceed the contract price for that transport order, save where the CMR Convention imposes a higher liability

32.7 Nothing in this clause shall limit or exclude the suppliers liability for death or personal injury caused by the suppliers negligence, or for any other liability that cannot be excluded or limited by applicable law.

33. Claims Procedure

33.1 The Customer shall notify the Supplier of any claim for loss of or damage to goods in accordance with the following time limits:

33.1.1 for visible loss or damage — the Customer or consignee must note the damage on the delivery documentation at the time of delivery and provide written notice to the Supplier within 7 days of delivery;

33.1.2 for concealed loss or damage — written notice must be provided to the Supplier within 7 days of delivery;

33.1.3 for delay — written notice must be provided to the Supplier within 21 days of the date on which the goods were delivered or should have been delivered; and

33.1.4 for total loss — written notice must be provided to the Supplier within 28 days of the date on which the goods were collected.

33.2 For international road carriage to which the CMR Convention applies, the time limits set out in Article 32 of the CMR Convention shall apply and shall take precedence over sub-Clause 33.1 above.

33.3 Any claim must be submitted in writing to the Supplier and must include:

33.3.1 the transport order reference number;

33.3.2 a full description of the loss or damage claimed;

33.3.3 the value of the goods lost or damaged, supported by documentary evidence including purchase invoices, sales invoices or independent valuations;

33.3.4 photographs of any visible damage where applicable;

33.3.5 a copy of the delivery documentation including any endorsements made at the time of delivery.

33.4 The Supplier reserves the right to inspect any damaged goods before the Customer disposes of or repairs them. The Customer shall preserve damaged goods and make them available for inspection upon request.

33.5 Any claim not submitted in accordance with this Clause shall be time-barred and the Supplier shall have no liability in respect thereof.

34. Temperature Controlled Carriage

34.1 Where the supplier provides temperature controlled transport services, the following additional terms shall apply.

34.2 The customer shall specify the required temperature range for the goods in writing at the time of placing the transport order. The supplier shall not be responsible for maintaining any temperature range that has not been specified by the customer in writing.

34.3 The supplier shall ensure that refrigerated vehicles are pre-cooled to the required temperature prior to loading. The customer acknowledges that the supplier is not responsible for the temperature of the goods at the time of loading and that it is the customer's responsibility to ensure that goods are at the correct temperature prior to loading.

34.4 The supplier shall carry calibrated temperature monitoring equipment in all refrigerated vehicles used for temperature controlled transport. Temperature data shall be recorded throughout the journey and made available to the customer upon request.

34.5 In the event of a temperature excursion during transit, the supplier shall:

34.5.1 notify the customer immediately upon becoming aware of the excursion;

34.5.2 take all reasonable steps to rectify the temperature excursion and mitigate any loss;

34.5.3 provide the customer with a full temperature report within 24 hours of delivery.

34.6 The supplier shall not be liable for any temperature excursion arising from:

34.6.1 the goods not being at the correct temperature at the time of loading;

34.6.2 the customers failure to specify the correct temperature range;

34.6.3 excessive door openings during transit at the customers request;

34.6.4 equipment failure caused by circumstances beyond the suppliers reasonable control;

34.6.5 inherent properties of the goods that cause them to generate heat or cold during transit.

34.7 The supplier shall comply with all applicable BRC's standards and any other applicable food safety standards in the provision of temperature controlled transport services.

35. Driver & Vehicle Requirements

35.1 The supplier warrants that all drivers engaged in the provision of transport services shall:

35.1.1 hold a valid driving licence for the vehicle being driven;

35.1.2 hold a valid Certificate of Professional Competence (CPC) where required by applicable law;

35.1.3 comply with all applicable drivers' hours regulations, including EU Regulation (EC) No 561/2006, the Road Transport (Working Time) Regulations 2005 and the Domestic Drivers' Hours Rules as applicable;

35.1.4 not drive whilst under the influence of alcohol, drugs or any other substance that may impair their ability to drive safely;

35.1.5 comply with all applicable laws and regulations relating to road safety and the operation of commercial vehicles.

35.2 The supplier warrants that all vehicles used in the provision of transport services shall:

35.2.1 hold a valid MOT certificate or equivalent where required by law;

35.2.2 be maintained in a roadworthy condition and in compliance with all applicable vehicle safety standards;

35.2.3 be operated under a valid operators licence where required by applicable law;

35.2.4 comply with all applicable emissions and environmental standards.

35.3 The customer shall have the right to request evidence of compliance with sub-clauses 35.1 and 35.2 and the supplier shall provide such evidence within a reasonable time of receiving such a request.

36. Subcontracting Transport Services

36.1 The supplier may subcontract all or part of any transport services to a third party carrier without the prior consent of the customer, subject to the provisions of this clause 36.

36.2 Where the supplier subcontracts transport services:

36.2.1 the supplier shall remain responsible to the customer for the performance of the transport services as if it had carried out those services itself;

36.2.2 the CMR Convention shall continue to apply to international road carriage regardless of whether the supplier subcontracts to a third party carrier;

36.2.3 the Supplier shall ensure that any subcontracted carrier holds all necessary licences, permits and insurance required for the carriage of the goods;

36.2.4 the Supplier shall ensure that any subcontracted carrier complies with the applicable temperature requirements where temperature controlled transport is required.

36.3 The customer shall not have any direct right of action against a subcontracted carrier unless such right is expressly conferred by applicable law, including the CMR Convention.

36.4 Where the supplier subcontracts international road carriage, the suppliers liability to the customer shall be determined in accordance with the CMR Convention as if the supplier had carried out the carriage itself.

37. Insurance

37.1 The supplier shall maintain the following minimum insurance cover throughout the duration of any transport contract:

37.1.1 goods in transit insurance with a minimum limit of indemnity of £100,000 per vehicle per transit, or such higher limit as may be agreed in writing between the parties;

37.1.2 public liability insurance with a minimum limit of indemnity of £5,000,000 per occurrence;

37.1.3 employer's liability insurance as required by applicable law.

37.2 The supplier shall provide evidence of the insurance cover referred to in sub-clause 37.1 upon request by the customer.

37.3 The Customer is strongly advised to arrange its own cargo insurance for the full commercial value of the goods for the entire duration of the transport services. The suppliers liability for loss of or damage to goods is limited as set out in clause 32 of these terms and conditions and may be significantly less than the commercial value of the goods.

37.4 Where the suppliers goods in transit insurance limit is less than the declared value of the goods, the customer shall be responsible for arranging additional insurance cover for the difference. The supplier shall not be liable for any loss exceeding its insurance cover of the liability limits set out in clause 32, whichever is lower.

38. International Carriage- addition provisions

38.1 Where the supplier provides international road carriage, the following additional provisions shall apply.

38.2 The CMR Convention shall apply to all international road carriage and the customer acknowledges that:

38.2.1 the suppliers liability for loss of or damage to goods is limited to 8.33 SDR per kilogram of gross weight of the goods lost or damaged.

38.2.2 strict time limits apply to the notification of claims under the CMR Convention and failure to comply with these time limits may result in the loss of any right to claim;

38.2.3 the CMR consignment note shall constitute prima facie evidence of the terms of the contract of carriage and the condition of the goods at the time of collection.

38.3 The customer shall ensure that a CMR consignment note is completed accurately and in full prior to collection of the goods. The supplier shall be responsible for any errors or omissions in the CMR consignment note arising from information provided by the customer.

38.4 Where goods are transported between the United Kingdom and Poland or any other EU member state, the customer acknowledges that:

38.4.1 the laws and regulations of the relevant EU member states may apply in addition to UK law and the CMR Convention;

38.4.2 customs clearance requirements apply in both directions and the customer is responsible for ensuring all necessary customs documentation is in place prior to collection;

38.4.3 the supplier recommends that the customer takes independent legal advice on the applicable laws and regulations in the relevant EU member state where appropriate.

38.5 The supplier shall comply with all applicable border control, customs regulatory requirements in respect of international road carriage, including but not limited to ICS2 pre-arrival notification requirements and the French ELO requirements where applicable.

38.6 The customer shall ensure that all goods are accompanied by the required customs documentation before collection. The supplier shall not be liable for any delay, loss or expense arising from the customer's failure to provide the required customs documentation in time.

39. Governing Law- Transport Services

39.1 These Transport terms & conditions and all transport contracts formed pursuant to them shall be governed by and construed in accordance with the laws of Great Britain subject to the following:

39.2 Where the CMR Convention applies to international road carriage, the CMR Convention shall take precedence over the laws of England and Wales to the extent of any conflict.

39.3 Any dispute arising out of or in connection with a transport contract, including any question regarding its existence, validity or termination, shall be subject to the jurisdiction of the courts of England and Wales, save where the CMR Convention confers jurisdiction on another court.

39.4 The parties acknowledge that where transport services involve carriage to or from Poland or any other EU member state, the courts and laws of that member state may have jurisdiction in certain circumstances under the CMR convention, and both Parties reserve their rights in that regard.