

## Aramex Global Solutions (UK) Limited Standard Terms and Conditions

### Introduction

Unless Aramex Global Solutions (UK) Limited., (“AGS”) and a Client have a separate written agreement setting out the terms and conditions for any Service, the terms and conditions set out below (the **Conditions**) exclusively set out the rights and obligations between AGS and the Client in respect of any Services supplied by AGS, and shall be deemed to be a condition of any agreement between the Client and AGS (the **Agreement**). No amendment or variation to these Conditions can be made unless made in writing and duly executed by an executive officer of AGS.

### 1 Definitions and Interpretation

For the purposes of these Conditions, unless the context or subject matter otherwise indicates or requires:

- (a) **Affiliated Company** means, with respect to either party to this Agreement, any entity that controls, is controlled by, or is under common control (directly or indirectly) of the applicable party through the exercise of voting power or otherwise; or any joint venture, whether incorporated or not, or partnership in which the party has a fifty percent or greater ownership interest or any related company which is any company which is a holding company of that company or a subsidiary of that company or of such holding company (and the expression related companies shall be construed accordingly)
- (b) **Business Day** means a day which is not a Saturday, Sunday or a public holiday in United Kingdom.
- (c) **Client** means the person or entity to whom, or on whose behalf, AGS provides the Services.
- (d) **Corporations Act** means *Corporations Act 2001* (Cth).
- (e) **Goods** means those products and materials delivered to, stored and distributed by, AGS for the Client, or on the Client’s behalf, including any packaging, container or pallets supplied by or for the Client.
- (f) **Insolvency Event** means the occurrence of any one or more of the following events in relation to any person:
  - (i) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;
  - (ii) a liquidator or is appointed;
  - (iii) an administrator is appointed ;
  - (iv) a receiver is appointed to it or any of its assets;
  - (v) it enters into a voluntary creditors agreement,;
  - (vi) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
  - (vii) it is insolvent, or states that it is, unable to pay all its debts as and when they become due and payable;
  - (viii) a writ of execution is levied against it or its property;
  - (ix) it ceases to carry on business or threatens to do so; or
  - (x) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.
- (g) **Prices** means fees and charges payable for the Services calculated in accordance with these Conditions or as otherwise agreed between AGS and the Client.
- (h) **Pricing Schedule** means the schedule to these Conditions which includes the fees payable to AGS for the Services.
- (i) **Representatives** means officers, employees, agents, sub-contractors and any servant or agent of its sub-contractors.
- (j) **Services** means all services supplied by AGS in connection with the Goods, including but not limited to the carriage, storage, transportation, packing and unpacking, and delivery of the Goods.
- (k) **AGS** means Aramex Global Solutions (UK) Ltd.
- (l) A reference to a party includes its Representatives.

### 2 Services

#### 2.1 Services

In consideration of the Client’s compliance with its obligations under these Conditions, AGS will provide the Services to the Client and the Client accepts that should AGS agree to carry out any services free of charge, these Conditions will still apply AGS has full liberty to perform some or all of the Services by using contractors, sub-contractors or agents. AGS has full liberty to sub contract on any terms it sees fit and full liberty to act as agent or principal. AGS will provide proof of acting as agent at the written request of the Client within 5 working days of receipt of the request failing which AGS will be deemed to have acted as principal.

#### 2.2 Customs

- (a) The Services do not include clearing the Goods through customs of any country to or from which the Goods may be carried. The Client has sole responsibility for clearing the Goods through customs of any country to or from which the Goods may be carried. On request by the Client, AGS will either make reasonable endeavours to assist the Client to engage a customs broker to arrange for the clearing of the Goods through customs of any country to or from which the Goods may be carried or will act as agent or Direct Representative (as defined by Council regulation 2913/92) for the Client acting as principal in effecting clearance. If either such assistance is provided, the Client must complete the customs agency form as required by AGS or the customs broker.

- (b) The Client appoints and authorises AGS to act as its agent in respect of the Client's dealings with the customs broker engaged by the Client to clear the Goods through customs of any country to or from which the Goods may be carried. The Client authorises AGS to do all such things, and provide all such instructions, sign all such documents, and incur such disbursements, costs, expenses and charges as are reasonably necessary to enable the customs broker to clear the Goods through customs of any country to or from which the Goods may be carried.
- (c) Any disbursements, costs, expenses and charges incurred by the customs broker or AGS in connection with clearing the Goods through customs of any country to or from which the Goods may be carried on behalf of the Client is the responsibility of the Client.

### **3 Fees and Charges, and Payment Terms**

- (a) The Client agrees to pay AGS the Prices for the performance of the Services.
- (b) In addition to the Prices, any wharf storage charges, bond charges or charges for cartage to bond, and if the Goods are subject to any control by customs or quarantine, all customs duty, excise duty, any taxes, government or quarantine charges and costs, fines or penalties payable or becoming payable or any other costs or expenses whatsoever or howsoever caused in respect of the Goods and any documentation relating to the Goods pursuant to any applicable laws or regulations), including but not limited to any additional charges levied from time to time by official airline, the International Air Transport Association, and/or sea freight companies becoming payable for any reason whatsoever in respect of the Goods), and any costs incurred by AGS for converting GBP to another currency in order to pay its subcontractors, will be paid by the Client, or if paid by AGS, are to be reimbursed by the Client.
- (c) In the event that any of the sums due under 3(b) above arise as a result of negligence by AGS, the sums shall not be payable by the Client
- (d) The Client must pay to AGS the full amount invoiced within 30 days from the date of the invoice. The Client may not withhold or reduce or defer any payment of money due to AGS as a result of any claim, counterclaim or set-off.
- (e) If the Client fails to pay an amount of money payable under these Conditions on the due date, all sums invoiced to the Client shall become payable immediately whether due or not and The Late Payment Commercial Debts (Interest) Act 1998 as amended will apply to all sums due pursuant to this sub clause.
- (f) All charges will be raised by AGS in sterling. Any charges specified in a foreign currency appearing in a quote for Prices issued by AGS are subject to conversion at invoicing and will reflect any fluctuations in relevant exchange rates since the date of issue of the quote. The risk of such fluctuations will be borne by the Client.
- (g) The Prices may be changed by AGS at any time at its sole discretion. The Client will be given notice of the new Prices changed in accordance with this clause at least 30 days beforehand, and the Client may terminate this Agreement during that 30 day notice period by notice in writing to AGS.
- (h) AGS will not provide the Client with cash on delivery services. Should the Client request such services, such request must be expressly made in writing and AGS has sole discretion of acceptance in writing by an officer of the company. If acceptance is provided it is provided on the basis that AGS will only act as agent for the Client in either collecting cash or arranging for a third party to collect the cash for and on the Client's behalf. Any liability of AGS in relation to cash on delivery services shall be subject to the limits of liability as set out in clause 13.2(a) and (b).

#### **3.2 Imports**

- (a) AGS is not the owner of the Client's Goods that are imported. If AGS is required to arrange the importation of the Client's Goods, the Client will be the importer and/or enterer for home consumption and must provide AGS or its third party sub-contractor with a valid import country Business or VAT or other relevant Number for the Client five days prior to the vessel carrying the Goods landing in the home country of import. The place of consignment in the home country of import will be the location identified on the transportation document.
- (b) The Client has sole liability for any GST, VAT, other import tax and/or customs duty payable in respect of clearing the Goods through customs. On occasion, AGS may pay this liability on behalf of the Client and be reimbursed accordingly. Any such payment does not form part of the cost of the Services provided by AGS and is payable additional thereto. If the Client wishes to use the home country's import deferral or deferment scheme it must notify AGS prior to the Goods arriving in home country of import waters, and must also provide all of the necessary information and documentation to facilitate the use of the import deferral or deferment scheme.

3.3 Exports If AGS is required to arrange for the export of goods from, it will not be the exporter. As such AGS will not be or become liable for any GST or other tax payable in respect of the export of the Client's Goods. The Client shall have sole responsibility for ensuring all export documentation is received by AGS prior to the Goods being delivered for export.

### **4 Client's Obligations and AGS's Rights**

- (a) The Client must:
  - (i) provide AGS with all assistance, particulars, documents and other materials that are necessary to enable AGS to perform the Services, and ensure that the performance of the Services by AGS is not impeded, delayed or prevented by the Client;
  - (ii) permit AGS and its Representatives to enter into any premises that are owned, occupied or leased by the Client for the purposes of performing the Services;
  - (iii) comply with all applicable laws and regulations relating to the nature, condition, notification, description, consignment and packaging of the Goods;
  - (iv) ensure that AGS is kept fully informed at all times and in a timely manner of all matters of which the Client is, or should be, aware, and which, if not made known to AGS, could adversely impact on the safe and efficient performance of the Services, including, without limitation, keeping AGS fully informed of the nature, type and contents of all Goods, including, without limitation, providing full and adequate descriptions of the Goods in any relevant consignment note, and specific transport, storage, handling, health and safety precautions or other requirements as are necessary or prudent to be followed or complied with in respect of the performance of the Services;

- (v) provide AGS with clear direction with respect to the destination of, and care required for, all Goods, and with all necessary documentation, and/or information necessary to prepare the documentation, required to transport each consignment of Goods; and
  - (vi) ensure that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage, storage and handling having regard to their nature, and that all containers, packaging or pallets conform with the requirements of any person entitled to delivery of the Goods and the Client agrees to reimburse AGS for any expenses that it may incur arising from any failure to so conform.
  - (vii) Ensure that any transport unit used or supplied by them with the Goods therein for collection by AGS are in good condition and are fit for purpose of intended carriage and that where AGS supplies the transport unit for the Client to load the Goods that the transport unit is in good condition and fit for purpose on intended carriage
- (b) Subject to 4(c) below, the provision of the Services is subject to any specific terms and conditions applicable to each particular Service (such as contained in bills of lading, waybills, consignment notes or other transport documents), each of which shall be deemed to be incorporated in and to be a condition of these Conditions. In the event of, and to the extent of, any inconsistency between these Conditions and the conditions incorporated into this Agreement under a bill of lading, waybill, consignment note or other transport document, the terms and conditions of these Conditions prevail.
  - (c) If any legislation, to include regulations and directives, is compulsorily applicable to the Services then these conditions shall be read as being subject to such legislation but only so far as these conditions are repugnant to such legislation. .
  - (d) Pending forwarding and delivery, if necessary and through no fault of AGS, Goods may be warehoused or otherwise held at any place or places at AGS's sole discretion at the Client's risk and expense.
  - (e) The Client will do all such things, and provide all such instructions, and sign all such documents as are reasonably necessary to enable AGS to enter the Goods for home consumption on behalf of the Client or otherwise obtain customs clearance of the Goods on the Client's behalf. AGS may act as the Client's agent to provide any such documents and information as it considers necessary to a third party customs agent authorised in writing by the Client.
  - (f) Where the Client has declared the gross weight and/or gross mass and/or dimensions of the Goods and AGS has relied upon that in making arrangements for transportation, and the actual gross weight and/or gross mass and/or dimensions of the Goods differs from the declared gross weight and/or gross mass and/or dimensions, then the Client is responsible for all extra costs and liabilities incurred by AGS resulting from the difference in the declared gross weight and/or gross mass and/or dimensions.
  - (g) In the event of liability for claims arising of a general average nature in connection with the Goods the Client must promptly provide adequate security in a form accepted by AGS or to any party of AGS's choosing.
  - (h) AGS is authorised to deviate in any way from the usual manner in which the Services are provided which may in its absolute discretion be deemed reasonable or necessary in the circumstances.
  - (i) If the Client expressly or impliedly instructs AGS to use or it is expressly or impliedly agreed that AGS will use a particular method of providing the Services, AGS will give priority to that method but its adoption remains at the sole discretion of AGS and AGS is authorised to provide the Services by another method.
  - (j) AGS is entitled to open any document, wrapping, package or other container in which the Goods are placed or carried to inspect the Goods to determine their nature or condition, or determine the ownership or destination, where any relevant consignment note or identifying document or mark is lost, damaged, destroyed or defaced.
  - (k) The Client must ensure that any container or other packaging of the Goods, and/or pallets which are delivered with the Goods, which are required to be returned to the owner (or its nominee), are returned within the required time.
  - (l) AGS is not required to inspect the contents of any container sealed by tape, wrapping, shipping container seal or similar device at the time of receipt of such container.
  - (m) AGS may retain all and any allowances or commissions or other remuneration customarily paid to them by third party providers.

## **5 Force Majeure**

Neither party shall be liable to the other, or be in default under the terms of this Agreement, for any failure to perform or delay in performing its obligations under this Agreement (other than an obligation to pay money), if that failure or delay is due to any reason or cause which could not with reasonable diligence (i) be controlled or avoided by the party in question and (ii) the consequences of which could not be avoided including, without limitation, strikes, lock-outs, labour disputes, acts of God, acts of nature, acts of governments, fires, floods, storms, riots, power shortages or power failure, war, sabotage or inability to obtain sufficient raw material, fuel, utilities, provided that:

- (a) the party relying on the provisions of this clause will promptly give to the other party, notice of the relevant event causing the inability to observe or perform the provisions of this Agreement and the reasons therefore; and
- (b) the duty to act with reasonable diligence to control or prevent an incident of force majeure shall not oblige a party to settle or compromise any industrial dispute on terms other than it, in its absolute discretion, deems fit.

## **6 Client's Warranties**

The Client warrants that each time that it requests that Services be provided by AGS to it under these Conditions that:

- (a) it has full right, power and authority to contract with AGS and deal with the Goods, and it holds all necessary licences, permits and consents to enable AGS to provide the Services, and that it either owns the Goods or has the authority of the Owner to bind them to these conditions for and on their behalf;
- (b) all Goods provided to AGS are fully and adequately described to AGS including the name, nature, type, contents and value of all Goods, are adequately packaged so as to withstand the ordinary risks of carriage, handling and storage having regard to their nature, and comply with any relevant legislation or regulations relating to the nature, condition and packaging of the Goods and all expenses and charges relating to that compliance have been or will be paid by the Client;

- (c) it has sufficiently informed AGS about its requirements for the Services (including without limitation, informing AGS of any regulatory requirements relevant to the storage, carriage or handling of the Goods) to enable AGS to perform the Services effectively and cost the Services properly;
- (d) the Goods are not noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage in any manner whatsoever;
- (e) the person delivering or assigning any Goods to AGS, or authorising any work, is properly authorised to do so; and
- (f) all descriptions, values and other particulars of Goods including but not limited to gross weight, gross mass and dimensions provided to AGS by the Client or the Client's Representatives under this Agreement (including, without limitation, descriptions, values and other particulars of Goods provided for customs, consular and other purposes) is complete, accurate and up to date in all respects.
- (g) That any transport equipment used by them to deliver the Goods into the hands of AGS is fit for purpose
- (h) That they or the Goods are not in any way embargoed or sanctioned from moving Goods or being moved under the Services
- (i) That they accept that any advice given by AGS is for them alone and that they will not pass any advice given to them by AGS onto any third parties and in the event that they do so that they shall indemnify AGS for all and any loss and expense arising from such action.

## **7 Title and Risk**

- (a) All right, title and risk in the Goods will, at all times, remain with the Client or the Client's customer (as the case may be) as the legal and equitable owner. Subject to clause 7(b), AGS acknowledges that it does not have ownership of, or property, right, title or interest in, any of the Goods while they are in AGS's possession or control.
- (b) AGS shall have a general lien for all and any sums due and owing to it on the Goods and any other goods and any related documents owned by the Client that are in the possession, custody or control of AGS (Liened Goods) Co, and any related documents (**Liened Goods**) are subject to a general lien for all amounts payable by the Client to AGS On provision of 30 day's written notice AGS has the right to sell some or all Liened Goods if those sums due are not paid within the periods specified in these Conditions and to apply the proceeds of such sale, less the costs of sale and any accrued storage which continues in favour of AGS whilst the Liened Goods held under lien and any other expenses arising from exercising the lien in reduction of monies owing to AGS. If the sums due are not covered by the proceeds of sale the Client shall remain liable for any balance due. If the sale proceeds exceed the sums due AGS shall account to the Client for the balance.
- (c) Nothing in this Agreement restricts any rights conferred on AGS by any law, legislation or regulations relating to warehousemen's or carrier freight liens.

## **8 Relationship of the Parties**

The parties acknowledge that AGS is an independent contractor and is not an employee of the Client or (except where specifically provided in this Agreement).

## **9 Confidentiality**

The parties will treat as confidential, and will not disclose other than internally to its own employees, consultants, contractors and advisers (and only where it is reasonably necessary for those employees, consultants, contractors and advisers to receive and be aware of the information for either the purposes of providing the Services, or for internal management purposes) any information that comes into their possession pursuant to, as a result of entering into, or from the performance of, the Services except as required for performing their obligations and enforcing their rights under these Conditions. This obligation of confidentiality will not apply to information which comes lawfully into the public domain, is known to either party prior to the entry into an Agreement for the provision of the Services, is required to be disclosed by law, or relates to the affairs of a person and that person gives permission in writing for the disclosure of that information.

## **10 Intellectual Property**

Any system, process, or any other property, or intellectual property, developed by or on behalf of AGS in connection with the provision of the Services to the Client shall be the sole and unencumbered property of AGS.

## **11 Dangerous Goods and Limitations on Certain Other Goods**

### **11.1 Acceptance of Dangerous Goods**

- (a) Except with the express written consent of AGS, AGS will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods, goods likely to harbour or encourage vermin or other pests or any goods likely to otherwise cause damage in any manner whatsoever (**Dangerous Goods**). The Client is liable for all and any loss or damage or expense to the Goods and to AGS arising in connection with Dangerous Goods that have been delivered to AGS by or on behalf of the Client without express written consent or knowledge of AGS and for all and any loss and expense arising from the inherent nature of the Dangerous Goods.
- (b) If the Goods are or include Dangerous Goods, the Client must comply with all applicable laws and regulations in relation to the Goods, including, without limitation keeping AGS fully informed of the nature, type and contents of all such Goods in respect of which Services may be performed, and providing full and adequate descriptions of the relevant Goods in any relevant consignment note.
- (c) If, in AGS's opinion, the Goods, either by themselves or in combination with other Goods, are likely for any reason (including, but not limited to, fire, explosion, seepage or any form of contamination) to cause injury to persons or damage to the environment, other goods or property, the Goods may be retained, destroyed, disposed of, abandoned, removed or rendered harmless by AGS without prior notice or compensation to the Client.

### **11.2 Valuable Goods**

Except with the express written consent of AGS, AGS will not accept bullion, coins, stones, jewellery, valuables, antiques, pictures, living creatures or plants. If the Client delivers such Valuable Goods to AGS without the knowledge of AGS, the client will be responsible for all loss and damage and expense to the Goods and to AGS arising in connection with the Valuable Goods that have been delivered to AGS.

### **11.3 Non-deliverable Goods**

- (a) Any Goods that cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Client or the addressee may be returned at AGS's option, and AGS's will provide notice in writing to the Client of such non-delivery and the reason for such non-delivery within a reasonable time..
- (b) If AGS does not receive further instructions from the Client in respect of the non-delivered Goods before the expiration of 28 Business Days from the provision of the notice referred to above, AGS may sell the Goods. All charges and expenses arising in connection with the sale and/or return of those Goods shall be paid by the Client or sender.
- (c) AGS may apply the proceeds of Goods sold under clause 11.3(b), less the costs of the sale and/or return of the Goods, in reduction of monies owing by the Client to AGS. The Client is entitled to any surplus remaining, after payment of the costs of the sale and/or return of the Goods and any monies owing by the Client to AGS.
- (d) A communication from any Representatives of AGS to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of the fact.

## **12 Liability**

### **12.1 Client enters AGS's premises at own risk**

If Representatives of the Client enter on to any of AGS's premises, they do so at their own risk. It is the Client's responsibility to make its Representatives aware that they enter on to any of AGS's premises at their own risk.

### **12.2 Limited liability of AGS**

No written, oral or implied condition, warranty or term of any description whether under statute as a default right or by implication of law, custom or usage relating to the subject matter of these Conditions is any part of these Conditions or any Agreement to provide the Services or will have any operation or affect AGS's rights unless that condition, warranty or term is recorded and accepted in writing, and signed by an authorised representative of both AGS and the Client AGS.

- (a) AGS agrees to provide the Services using a reasonable degree of skill and care.
- (b) Subject to clause 12.2(a), and clause 6 above AGS will not be liable to the Client for or in respect of any loss or damage of any kind whatsoever arising directly or indirectly from any act or omission (whether negligent or otherwise) on the part of AGS in connection with, arising out of or otherwise relating to, the provision of the Services, or these Conditions, including (without limitation) any delay in the collection of, or loss or damage to, or deterioration of, the Goods, mistaken delivery or failure to deliver or delay in delivery of the Goods either in transit or in storage, or any loss or damage arising out of or in connection with any quotation, advice, statement, representation or information given or made by or on behalf of AGS to the Client or others as to the classification of or any matter material to the valuation of or the liability for or the amount, scale or rate of customs and/or excise duty or other impost, tax or rate charged in respect of the Goods or any cargo whatsoever above the value of such loss or £100 per consignment of Goods, whichever is the lower
- (c) At AGS's sole discretion, instead of providing compensation under clause 13.2(b) above it may either re supply the Services or pay the cost of the supply of the Services .
- (d) Neither party will be liable to the other party under this Agreement for any damages or losses which are not direct or do not flow naturally from the relevant breach of this Agreement, even if those damages or losses may reasonably be supposed to have been in the contemplation of both parties as a probable result of the breach at the time they entered into this Agreement, special loss or damage, or economic loss, including loss of revenue, loss of production, loss of profit, economic loss, loss of income, loss of reputation, loss of business opportunity, loss or impairment of goodwill, increased cost, or the cost of defending and settling any claim, demand or proceeding brought against a party by any third party.
- (e) AGS reserves the right to accept liability in excess of the limits set out above in clause 13.2(b) and (c) provided they receive from an authorised representative of the Client express instructions in writing including a declaration of the Goods concerned and their value and agree to pay AGS's additional charges for accepting such increased level of liability and AGS agrees to the same in writing through an officer of the company
- (f) AGS is not liable for any failure to adhere to agreed departure and arrival dates of Goods unless agreed in writing between an Officer of AGS and the Client

### **12.3 Liability of Client**

The Client will be liable for and indemnify AGS and its Representatives, and keep AGS and its Representatives indemnified from and against, any loss or damage of any kind arising directly or indirectly from:

- (a) any breach of any of the terms or conditions of, or a warranty given under, these Conditions, or any negligence or wilful act or omission, by the Client in connection with the Goods or services;
- (b) the illness, injury or death of any of the Client's Representatives in connection with the provision of the Services;
- (c) any claim by any person in respect of or arising out of or in connection with:
  - (i) loss of or damage to, or deterioration, mistaken delivery, failure or delay in delivery of, the Goods unless arising from the negligence of AGS;
  - (ii) loss or damage arising out of or in connection with any personal injury, illness or death to any person, damage to any property or any other loss or damage of any kind (including financial loss) caused or contributed to by the Services and/or Goods (and whether or not occurring whilst the Goods are in the possession of AGS) unless arising from the negligence of AGS; or
  - (iii) AGS acting as agent under this Agreement unless AGS acts in contravention of the Client's instructions; and
- (d) any claim or demand by, or liability to, any person who has, may have or claims to have an interest in the Goods which exceeds the liability of AGS to the Client as provided for in clause 13.2(b) above.

#### **12.4 Benefit**

Every exemption, limitation, defence, immunity or other benefit contained in these Conditions to which AGS is entitled will also be held by AGS for the benefit of, and will extend to protect, each of AGS's Representatives.

#### **12.5 Not a common carrier**

AGS is not a common carrier and accepts no liability as a common carrier, and reserves the right to refuse to carry any goods.

#### **12.6 Notice of claims**

- (a) If the Client becomes aware of any matter or circumstance that may give rise to a claim under these Conditions, the Client must give written notice of the claim to AGS within 30 days of becoming aware of the matter or circumstance that may give rise to the claim
- (b) A claim will not be enforceable by the Client against AGS and is to be taken for all purposes to have been withdrawn unless any legal proceedings in connection with the claim are commenced within nine months after the earlier of written notice of the claim is served on AGS in accordance with clause 12.6(a), or the expiry or termination of the provision of the Services under these Conditions.

#### **13 Insurance**

- (a) Subject to clause 13(b), the Client is solely responsible (at the Client's cost) for taking out, and keeping current, all such insurances as are reasonable and prudent in light of the nature and form of the Services being provided to the Client by AGS and the Client's obligations under these Conditions.
- (b) Nothing in these Conditions requires either AGS or the Client to take out or keep current any insurance policies in connection with the Goods or the Services.
- (c) If the Client wishes AGS to arrange Goods insurance for and on its behalf, AGS will only provide this if it agrees in writing in response to an express request in writing from the Client. All such insurance will be subject to the usual exceptions and conditions of the policies of the insurers or underwriters accepting the risk. AGS need not issue a separate policy unless specifically required to do so by the Client in its written request and accepted in writing by AGS and it may declare the Client's interest on any open or general policy held by AGS. In arranging such insurance AGS agrees only to act as agent for the Client and in the event of failure to insure as agreed in writing the limit of liability in clause 13.2(b) shall not apply

#### **14 Conditions of Carriage**

- (a) Any written instructions published by AGS shall apply to the carriage of any Goods under these Conditions. Subject to clause 14(b), if the instructions referred to in this clause are inconsistent with a provision of these Conditions, the provisions of these Conditions prevail to the extent of the inconsistency.
- (b) For any Goods carried by post, if the provisions referred to clause 14(a) are inconsistent with any provision of these Conditions, the provisions referred in clause 14(a) prevail.

#### **15 General**

##### **15.1 Notice**

Notices served pursuant to these Conditions may be delivered by hand, by registered or signed for post, or by facsimile to the address of each party notified from time to time. Notice will be deemed given in the case of hand delivery or registered post, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party, or in the case of facsimile, upon completion of a successful transmission as evidenced by the transmission report.

##### **15.2 Assignment**

- (a) A party may not assign, novate or otherwise deal with this Agreement except with the prior written consent of the other party. A party is not required to give consent or to justify the withholding of consent.
- (b) Notwithstanding clause 15.2(a), AGS may assign or novate this Agreement (or any of its rights and obligations under this Agreement) without the other party's consent to any Affiliated Company.

##### **15.3 Enforceability and severance**

- (a) All provisions of these Conditions are severable. No provision hereof will be affected by the invalidity of any other provision except to the extent that such invalidity also renders such other provisions invalid and in the event of the invalidity of any provision, these Conditions will be interpreted and enforced as if such invalid provisions were not contained in these Conditions.
- (b) All the rights, immunities and limitations of liability in these Conditions will continue to have their full force and effect in all circumstances and notwithstanding any breach of these Conditions by AGS or any other person entitled to the benefit of such provisions.

##### **15.4 Exclusion of terms, conditions, representations, warranties and undertakings**

- (a) Except as otherwise provided for in these Conditions, all terms, conditions, representations, warranties and undertakings (whether express, implied, statutory or otherwise, including any terms on any of the Client's documents) relating to the Services or these Conditions are excluded to the full extent permitted by law.

##### **15.5 Governing law**

- (a) These Conditions and any dispute thereunder are exclusively governed by, and will be construed in accordance with the law in force in England and Wales from time to time and the exclusive jurisdiction of the English courts subject to clause 16.5(b) below.

(b) Notwithstanding clause 16.5)a) above AGS has sole discretion to choose to determine any dispute by arbitration under the applicable London Maritime Arbitrator's Association (LMAA) rules by commencing arbitration or writing to the Client to require them to commence any claim by arbitration. Any claim under £100,000 excluding interest in value shall be dealt with pursuant to the small claims rules of the LMAA and be dealt with by a sole arbitrator. Any claim above £100,000 excluding interest and less than £400,000 excluding interest in value shall be dealt with pursuant to the intermediate claims rules of the LMAA and be dealt with by three arbitrators. Any claim above £400,000 excluding interest shall be dealt with pursuant to the LMAA rules applicable at the time the arbitration is due to commence and be dealt with by three arbitrators.

Signed by

duly authorised for and on behalf of ..... (the Client)

dated.....