

DeliveryZone LTD

Terms & Conditions

DelivertZoneLTD (Hereinafter referred to as "the Carrier") accepts goods for carriage upon the terms and subject to the conditions set out below (hereinafter referred to as "these conditions"). Unless previously agreed in writing by a Director of the Carrier who has expressed authority to do so:

- (i) no verbal, written or other addition, amendment, variation hereto or hereof shall be effective;
- (ii) these conditions supersede any other terms and conditions appearing elsewhere and shall prevail over and exclude any terms or conditions stipulated or incorporated or referred to by the Trader or his agents or any third party; and
- (iii) it shall be a pre-condition of the Carrier's accepting goods for carriage that the same is subject to these conditions in all respects.

1. DEFINITIONS

In these conditions the following expressions shall have the meaning hereby respectively assigned to them, that is to say:- "TRADER" shall mean a customer who contracts with the Carrier for the Carrier's services.

"CONSIGNMENT" shall mean goods in bulk or contained in one parcel or package or in any number of separate parcels or packages, in all cases sent at one time in one load from one address to one address.

"DANGEROUS GOODS" shall mean goods included in the list of dangerous goods as defined in the classification of dangerous substance restrictions in packaging group I and II as per British Toll Tunnels, dangerous traffic, list of restrictions and in classification and labelling of explosives and explosives regulations and including any other relevant legislation or regulations together with any amendments thereto, or

means goods which present a comparable hazard.

"CONTRACT" shall mean the contract of carriage between the Trader and Carrier.

"CARRIER" shall, where the context so admits, include the Carrier's officers, servants or agents and also any other carrier or sub-contracting party whom the Carrier is authorised and permitted to use or engage under these conditions.

2. CARRIER IS NOT A COMMON CARRIER

The Carrier is not a common Carrier and will only accept goods for carriage on these conditions.

3. PARTIES AND SUB-CONTRACTING

(i) Where the Trader is not the owner of some or all of the goods in any particular consignment, the Trader hereby warrants that it is for all purposes the lawful and duly authorised agent of the owner or owners thereof and that it hereby accepts these conditions for itself and for and on behalf of any other person having any interest in the consignment.

(ii) The Carrier may employ and engage the services of any other carrier for the purposes of fulfilling the contract (including any of the Carrier's own franchisees, agents and network members) and any such other carrier shall have the like power to sub-contract on like terms.

(iii) The Carrier enters into the contract for and on behalf of itself and its officers, servants, agents and sub-contractors all of whom shall be fully entitled to the benefits of the contract and shall be under no liability whatsoever to the Trader or anyone claiming through it in respect of a consignment in addition to or separately from that of the Carrier under the contract.

4. CARRIER'S CHARGES

(i) The Carrier shall not accept any consignment under a contract of carriage unless either the Trader has opened an account with the Carrier and is not in breach of any of the conditions or credit limits applicable thereto or the consignment is a cash transaction. For cash transactions, payment will be required by the Carrier on collection or acceptance of the consignment unless otherwise agreed in writing. If the Trader has opened an account with the Carrier, the Carrier shall submit invoices to the Trader on the first of each month, and the Trader shall be obliged to settle such invoices not later than the 15th day of the calendar month in which the invoice was issued.

(ii) The Carrier's charges for carriage (and services incidental thereto) shall be payable by the Trader without prejudice to the Carrier's rights against the consignee or any other person. The Carrier shall only accept "carriage forward" or "paid on" consignments by prior written arrangement in which event the Trader shall be required to pay such charges unless the consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

(iii) Unless otherwise agreed in writing by the Carrier, all consignments are charged at a fixed rate unless a consignment exceeds 0.6 cubic metres or 25 kilos in which case the Carrier may calculate

the charge on the basis of the number of cubic metres and/or the number of cartons and/or the weight of the carton(s).

(iv) The Trader shall not be entitled to defer or withhold payment of any money due or liabilities incurred to the Carrier by reason of having any claim or counterclaim or any alleged claim or counterclaim and the Trader shall not under any circumstances be entitled to any rights of set-off in relation thereto.

(v) The absence of, or any discrepancy in, a signed delivery note shall not entitle the Trader to defer or withhold payment of monies due or liabilities incurred to the Carrier.

(vi) The Carrier shall have a first specific lien on the consignment for all the Carrier's charges referred to hereunder and shall have the same rights of sale in relation thereto as are set out under Condition 19 below.

(vii) In the event that the Carrier notifies the Trader within 48 hours of commencement of transit of a discrepancy between the weight/size/quantity of the consignment stated by the Trader on the relevant consignment note and the actual weight/size/quantity of the consignment, the Carrier reserves the right to levy an additional charge equivalent to the difference between (a) the charges payable on the basis of the actual weight/size/quantity of the consignment and (b) the charges payable on the basis of the weight/size/quantity stated by the Trader on the consignment note, such additional charge to be payable at the same time as the other charges relating to the consignment. The Carrier shall hold any consignment in respect of which notification has been given in accordance with this condition at the depot where the discrepancy is discovered for a period of 24 hours after giving notification to the Trader and the Trader shall have the right to attend at the relevant depot during such 24 hour period to inspect the consignment and verify the discrepancy advised by the Carrier failing which the Trader shall be deemed to have accepted the discrepancy.

5. VALUE ADDED TAX

All charges exclude Value Added Tax. The Trader will indemnify the carrier against any liability arising under the Value Added Tax Act 1972 as amended.

6. VARIATION OF TERMS

The price at which the Carrier has agreed to deliver or procure the delivery of the consignment is based on: -

(i) the warranties and indemnities given and accepted on the part of the Trader herein;

(ii) the Carrier's cost of maintaining insurance cover against the liabilities or its part assumed hereunder; and

(iii) the exclusion, limitations and restrictions of and on the Carrier's liability hereunder.

The Carrier is prepared to negotiate a different price if the Trader requires any variation or amendment to these conditions.

7. PACKAGING, LABELLING, SIZE AND DANGEROUS GOODS

(i) The Trader warrants that each article comprised in the consignment has been properly described to the Carrier and that the consignment itself has been properly marked, addressed, and packaged so as to ensure at all times safe storage and transportation with ordinary care and handling.

(ii) Every consignment shall be clearly addressed and labelled in accordance with the Carrier's requirements and shall be accompanied by the Carrier's consignment note containing such particulars as the Carrier may reasonably request.

(iii) Unless otherwise agreed by the carrier no individual parcel or package sent by Trader may exceed 25kg. in weight and/or 0.6 cubic metres.

(iv) Except where the Carrier has agreed in writing, signed by a director of the Carrier, the Carrier does not contract to carry dangerous goods. If the Carrier agrees to accept dangerous goods for carriage, such goods must be accompanied by a full declaration in the required format of their nature, contents and the hazards presented (whether or not required by statute) and be properly and safely packed in accordance with any

statutory regulations in force applicable to the carriage of such goods including but not limited to Irish Toll Tunnels, Dangerous traffic list of restrictions.

(v) The Trader shall indemnify the Carrier against all costs, losses, damages, expenses or other liability whatsoever arising out of the carriage of any dangerous goods (whether declared as such or not and whether or not arising out of the non-compliance by the Trader with these conditions) save insofar as the same arise out of the Carrier's own negligence in which case such liability shall be determined in accordance with

these conditions.

(vi) The Carrier may at any time at the Trader's sole risk and expense return the whole or any part of the dangerous goods to the Trader or destroy or otherwise dispose of the whole or part thereof if the Carrier considers it necessary or advisable so to do.

8. RECEIPTS FOR CONSIGNMENTS

The Carrier shall, if so required, sign a document prepared by the Trader acknowledging receipt of the consignment but no such document shall be evidence of the condition of the correctness of the declared nature, quantity or weight of the consignment at the time it is received by the Carrier.

9. LOADING AND UNLOADING

(i) When collection or delivery does not take place at the Carrier's own premises, the Carrier shall not be under any obligation whatsoever to provide plant, power or labour which, in addition to the Carrier's own drivers, is required for loading or unloading. Any such plant or labour shall be provided at the sole risk and cost of the Trader who shall indemnify and keep the Carrier fully indemnified against all losses, liabilities, costs, damages, expenses, claims or actions suffered or incurred by the Carrier in respect of the provision or use of the same or any other matters relating thereto.

(ii) Goods requiring special appliances for unloading are accepted for carriage only on condition that the Trader has duly ascertained from the consignee that such appliances are available at the specified place of delivery.

10. UNREASONABLE DETENTION

The Trader shall be liable to the Carrier for all costs, damages or expenses suffered by the Carrier in respect of unreasonable, abnormal or unusual detention of the Carrier's vehicles, containers and other things which arise as a result of the nature, state, or packaging of the consignment or any part thereof. In addition, time spent at either the point of collection or point of delivery of the consignment in excess of one quarter of an hour shall, at the discretion of the Carrier, be subject to an additional charge calculated at the Carrier's hourly rate levied for the operation of the particular vehicle, container or other thing involved.

11. ROUTE

Unless otherwise agreed in writing, the method and route of transit shall be at the absolute and sole discretion of the Carrier.

12. TRANSIT

(i) Transit shall commence when the consignment is handed to the Carrier whether at the point of collection or (as the case may be) at the Carrier's premises.

(ii) Transit shall (unless otherwise previously terminated) end when the consignment is

tendered at the specified place of delivery within the customary delivery hours in the district concerned or at such other times as may be agreed between the Carrier and the Trader provided that:-

(a) if no safe and adequate access or no adequate unloading facilities there exist, then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the consignment at the Carrier's premises in the relevant district has been sent to the consignee; and

(b) where for any other reason whatsoever a consignment cannot be delivered or when a consignment is held by the Carrier to await order or "to be kept till called for" or upon any like instructions and such instructions are not given or the consignment is not called for then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of such fact has been sent to the consignee.

13. UNDELIVERED OR UNCLAIMED ITEMS

After termination of transit, unless otherwise agreed in writing, the Carrier will hold the consignment as warehousemen subject to its normal warehousing charges and conditions prevailing at the time and subject always to the Carrier's right of sale and lien provided for in Condition 4 and Condition 19 hereof.

14. COMPUTATION OF TIME

Where any period of seven days or less provided by these conditions is computed, there shall be ignored any Sunday or Bank, or Public or other statutory holiday.

15. LIABILITY OF CARRIER

(a) The Carrier will not knowingly accept any of the following for carriage and no insurance cover will be provided for same and further no liability will attach to the

Carrier for same:-

Explosives, radioactive materials, narcotics, firearms, paint, oil, dangerous goods, cash, bank drafts, acids, and specifically excludes these goods in any form from its operation.

(b) The Carrier shall be liable for loss or damage to goods occasioned during transit to the extent as set out in these Terms and Conditions, specifically at condition 16 hereunder, unless and to the extent that the same has been caused by, is due to, or has arisen from:-

(i) the carriage of explosives, radioactive materials, poisonous gases, oxidising materials, narcotics, firearms, oil, paint, acid, dangerous goods and alcohol;

(ii) an act of God, force majeure or any other occurrences or cause beyond the control of the Carrier, including war, civil commotion, invasion, hostilities, riots and other occurrences;

(iii) seizure, damage, confiscation, requisition or destruction under legal process or by or under the order of any governmental, local authority, or other public body;

(iv) any act or omission of the Trader or (if not the Trader) the owner or owners of goods comprised in a consignment (or part thereof), including their respective servants or agents and anything done by the Carrier at the express request or direction of them;

(v) any inherent liability of consigned goods to wastage, either in bulk, weight or quality, any latent or inherent defects or natural deterioration of the goods;

(vi) insufficient or improper packaging, labelling or addressing;

(vii) industrial disputes, lock-outs and general or partial stoppages or restraints of labour of whatsoever nature;

(viii) electrical, magnetic, injury, erasure, x-ray or other similar damage to electronic or photographic images or recording in any form. Provided that under no circumstances shall the Carrier be liable in any event for consequential loss, special damages or other indirect loss, howsoever arising, whether or not the Carrier knew or ought to have known that such losses or damages might be incurred including without limitation loss of income, profits, interest or loss of market.

(ix) damage or breakage of china, glass or similar objects or parts consisting of such material;

(x) inevitable loss due to the nature or type of goods consigned;

(xi) fraud.

There is no cover for consequential or indirect loss, howsoever it arises.

16. LIMITATION OF LIABILITY

Subject to these Conditions of Trading the liability of the Carrier for any loss or damage shall be limited to the following amounts:-

(i) (a) where the loss or damage is in respect of the whole consignment, the amount stated by notice in writing from the Carrier to the Trader from time to time per Kilo of gross weight of the consignment up to a maximum weight as stated by notice in writing from the Carrier to the Trader from time to time.

(b) where the loss or damage is in respect of part only of a consignment, to the proportion of the sum ascertained in accordance with paragraph (a) hereof which the actual value of that part of the consignment bears to the actual value of the whole of consignment.

(ii) (a) where the Carrier has covered the consignment for additional insurance the limitation shall be increased to a maximum aggregate amount as stated by notice in writing from the Carrier to the trader from time to time regardless of the gross weight of the consignment.

(b) additional insurance cover up to a maximum of the amount stated by notice in writing from the Carrier to the trader from time to time per consignment will be provided by the Carrier where the Trader specifies that such cover is required by ticking the appropriate box provided for this purpose on the Carrier's consignment note. The Trader will be liable to pay a supplementary charge for such cover per consignment as detailed on the Carrier's rate schedule from time to time.

(c) additional insurance cover is NOT available for consignments which comprise or bullion, currency, cheques, bills of exchange, postage stamps, precious metals, gold and silver articles, precious stones, jewellery, watches, antiques, works of art, furs, alcohol, dangerous drugs, dangerous goods, livestock, plants and perishables or for damage resulting in their carriage.

(d) nothing in these conditions shall limit the Carrier's liability to less than €15 in respect of any one consignment.

17. TIME LIMIT FOR CLAIMS

The Carrier shall not be liable for any loss, damage or other liability of whatsoever nature unless:-

(a) the Trader notifies the Carrier in writing, quoting consignment number at its Head Office of an impending claim within seven days after termination of transit (or in the case of a claim for non-delivery within seven days of the anticipated delivery date); and

(b) the Carrier receives a completed claim form from the Trader at its Head Office within twenty one days after termination of transit (or in the case of a claim for non-delivery within twenty one days of the anticipated delivery date). Provided that no claim shall be entertained by the Carrier nor shall any liability attach to it, unless all payments due to the Carrier from the Trader in respect of the delivery of the consignment have been fully made.

18. GENERAL LIEN

The Carrier shall have a general lien against the Trader or the owner or owners of any goods comprised in any consignment for any monies and other liabilities whatsoever due from the Trader or such owner or owners to the Carrier. If any such monies or liabilities are not paid or satisfied within a reasonable time, the Carrier shall be at liberty in its absolute discretion to sell any or all such goods as agent for the owner or owners thereof and to apply the proceeds towards payment or satisfaction of all such monies or liabilities and all the expenses of any such sale and the Carrier shall, upon accounting to the Trader for the balance remaining (if any) of such proceeds after such application, be discharged from all liability whatsoever in respect of the consignment. Failure to deliver within the specified time period due to exercise of the Carrier's lien shall not entitle the Trader or such owner or owners to withhold payment of any of the Carrier's charges.

19. SEVERANCE

If at any time any one or more of the provisions of these conditions shall become or be declared invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20. HEADINGS

The headings of these terms and conditions are for convenience only and shall have no effect on the interpretation thereof.

21. GOVERNING LAW

These conditions and each and every contract made pursuant thereto shall be governed by and construed in accordance with Laws of Ireland and the trader hereby submits to the non-exclusive jurisdiction of the Irish Courts.

DeliveryZone Ltd