

Incorporating Conditions of Carriage

Dash Express Standard Terms and Conditions

*Subject to change without prior notification

Dash (South West) Limited ("the Company") accepts goods for carriage and other services subject to the Standard Terms and Conditions set out below ("these Conditions"). No agent or employee of the Company is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by a director of the Company.

1.1 DEFINITIONS

a) In these Conditions

"Customer" shall mean the person, firm or company that enters into a contract of carriage or other services with the Company.

"Contract" shall mean the contract of carriage, service agreement or other services between the Customer and the Company which shall be deemed to be incorporated into these Conditions.

"Agent" shall mean a person who acts on another's behalf.

"Consignment" shall mean goods contained in one parcel or any number of separate parcels or goods on a pallet or any number of pallets sent at one time in one load by the customer from one address to another.

"Parcels" subject as provided in Clause 1.2, shall mean anything under 31kg in weight and having dimensions of less than 2.7m girth, 2.0m in length and a volume less than 0.17 m³.

"Pallet" subject as provided in Clause 1.2, shall mean any item weighing in excess of 99kg contained in a container with a maximum weight of 1000kg.

"Freight Parcel" subject as provided in Clause 1.2, shall mean any non-palletised item weighing between 31 kg and 99kg.

"Dangerous Goods" means goods included in the list of Dangerous Goods as defined in the Classification, Packaging and Labelling of Dangerous Substances Regulations 1984, the Classification and Labelling of Explosives Regulations 1983, the Radioactive Substances (Carriage by Road) (Great Britain) Regulations 1974, the Packaging of Explosives for Carriage Regulations 1991, the Carriage of Explosives by Road Regulations 1996, including any other relevant legislation or regulations together with any amendments thereto, or means goods which present a comparable hazard.

"Services" any carriage, transport, storage, packaging, warehousing, software or related services ("Services") provided by the Company or its authorised third party provider or supplier, and which are specified in the Contract or otherwise agreed by the Company from time to time.

b) Notwithstanding the definitions of Parcels Pallet and Freight Parcel set out in clause 1.1 the specifications set out therein shall not exceed those set out in the terms and conditions of the Agent utilized by the Company to carry or store consignments or goods on its behalf.

2. GENERAL

a) The Company agrees, subject to the Customer's observance at all times of these Conditions, to carry Consignments agreed to be carried in each instance by the Company and the Customer, or to store goods in a building occupied by the Company's Agent, or to provide other services as agreed upon in each instance by the Company and the Customer.

b) These conditions shall solely apply to any agreement between the Company and the Customer relating to carriage or other services and the Customer shall be deemed to have notice of these Conditions if and as soon as he places an order with, or accepts a tender, from the Company for the carriage of goods or other services.

3. PARTIES AND SUB – CONTRACTING

a) Where the Customer is not the owner of some or all of the goods stored or carried he shall be deemed for all purposes to be the Agent of the owner or owners and that if any other person has an interest in the goods the Customer is acting as his fully authorised Agent also.

b) The Company may employ other carriers or the Company may provide its own services to fulfil the Contract. Any such carrier or the Company shall have power to sub-contract and these Conditions shall apply to such carriers on like terms.

c) Notwithstanding any specification or request from the Customer, or any agreement or commitment from the Company, the Company can not guarantee to engage or keep engaged any third party provider of Services ("Provider") and may at any time, without prior notice and at its complete discretion, substitute or replace any Provider with an alternative provider of Services. Any such substitution or replacement shall not constitute grounds for termination or amendment of the Contract by the Customer, or require payment of any damages or compensation to the Customer, or permit a reduction to, or reimbursement of any amounts paid or payable by the Customer for the Services. The termination clauses present in the Contract and these Conditions shall prevail in that order of precedence.

4. GOODS NOT ACCEPTED FOR CARRIAGE OR STORAGE

The Company shall not accept any of the following goods for carriage or storage unless a director of the Company has notified the Customer in writing that they are accepted and unless such notice has been given in writing no liability whatsoever, including losses arising from negligent acts of the Company, shall arise in respect of them to the Customer.

a) Dangerous goods, hazardous goods flammable goods or

b) Firearms, works of art, jewellery, cash, glass, negotiable instruments (including cheques and any vouchers with face value), precious metals, antiques, furs or any other valuables, wines, spirits or living animals, fish, birds or any other living organism of any type, frozen or perishable food, or

c) Any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried.

5. CUSTOMER WARRANTY

a) The Customer warrants that all goods have been properly and sufficiently packaged and labelled and that the labelling shall include the full postcode for both the consignor and consignee.

b) The Customer irrevocably warrants that all plant, power or labour, other than a driver of the Company's Agent, is available for loading and unloading any Consignment at any collection or delivery point specified by the Customer sender or receiver and the Customer will be liable for and indemnify the Company for any loss, damage or liability arising from breach of this warranty in accordance with Clause 13 should it not be fulfilled.

6. CONSIGNMENT NOTES

The Company and / or their Agent shall, if so required, sign a document prepared by the consignor, acknowledging receipt of the Consignment or goods for other services but no such document shall be evidence of the condition or correctness of a declared nature, quantity or weight of the Consignment at the time it is received by the Company or their Agent.

7. TRANSIT AND UNCLAIMED GOODS AND UNDELIVERED GOODS

a) Transit shall commence when the Consignment is handed to the Company or their Agent at the point of collection or at the Company's or their Agent's premises. The Company is entitled to convey goods by any means of conveyance and by any route whatsoever.

b) Transit shall (unless otherwise previously determined) end when the Consignment is offered for delivery at the usual place of delivery at the consignee's address within the customary delivery hours of the district; PROVIDED THAT, when for any reason whatsoever a Consignment is held by the Company's Agent "Held for re-delivery" or "to be held until called for" or upon any like instructions and such instructions are not given, or the Consignment is not called for and removed within a reasonable time, then transit will be deemed to end. The Company's Agent shall store such Consignment subject to all goods being solely at the customers risk and subject to disposal in accordance with Clause 15.

c) Where, for any reason whatsoever the Company's Agent is unable to convey the Consignment to the address to which it is consigned, or to effect delivery at the said address:

(i) The Company shall endeavour to communicate with the Customer and request a new address to which the Consignment can be delivered in the country in which the Consignment is lying;

(ii) If the Company is unable to communicate with the Customer within a reasonable time, the Company shall be at liberty to deal with the goods in accordance with Clause 15. Prior to any disposal or destruction in accordance with Clause 15 the goods shall be held solely at the risk of the customer

d) The decision as to what constitutes a reasonable time under Clause 7(c) to be entirely at the discretion of the Company.

8. PAYMENT AND PRICING

a) The Company's charges for carriage and other services shall be payable by the Customer.

b) Payment of the Company's charges is due no later than 14 days from the date of the Company's invoice / statements or such other period as may be expressly agreed with the Customer in writing by the relevant Manager. In the event of payment not being received by the Company within the agreed terms of payment, the Company reserves the right to charge interest on all outstanding amounts at the rate of 3% per year above the Barclay's Bank base rate accruing daily. Failure by the Customer to make payments in accordance with the terms may also result in the Company suspending or terminating the Customer's contract.

(c) Notwithstanding the above provisions, if the Customer fails to pay any charge or other amount due under these Conditions by its due date for payment, then on demand and without prejudice to any other right that the Company may have, all unpaid amounts invoiced by the Company to the Customer (including any accrued interest on such amounts) shall automatically become due and payable in full and without set-off, irrespective of any payment date that would otherwise apply, or any prior credit or payment arrangement agreed with the Customer.

d) Except when the quotation states otherwise, in all quotations based on a weight rate, that weight shall be gross weight. When the volume of the goods exceeds 4m³ per tonne, the Company will charge by volume for all Consignments consigned outside of the United Kingdom and Republic of Ireland and the Company also reserves the right to charge by volume for all Consignments consigned within the UK and Republic of Ireland.

e) A claim or counterclaim by the Customer shall not be made the reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the Company.

f) The Company shall be entitled at any time and from time to time to increase the Company's charges for carriage or other services by giving to the Customer not less than 7 days prior written notice to accord with increases in relevant costs of the company's business such as, but not limited to, fuel, license fees, labour and suppliers charges.

g) All amounts payable by the Customer are subject to Value Added Tax at the current rate.

h) In the event that the Company pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Customer's goods:

(i) the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent;

(ii) whether or not delivery of the goods is made to the address to which they are consigned, immediately upon receipt of the Company's duty invoice in respect of such

duty and/or tax and/or levy the Customer shall settle such duty invoices in full;

(iii) in the event of any Customer failing to comply strictly with Sub-Clause 8(h)(ii) above, the Company shall be at full liberty to deal with the goods in accordance with Clause 15.

i) The Customer shall at all times remain liable for and shall indemnify the Company in full against, any direct, indirect, consequential, special or punitive loss, cost, damage, expense, claim or other liability (howsoever caused) ("Loss") which is in any way attributable to a failure by the Customer to:

(i) ensure that any shipment is correctly labelled or specified at the point of despatch;

(ii) correctly enter, use or apply any data relating to Company products;

(iii) check any recommended settings relating to the creation of shipping or Product labels; or

(iv) correctly or properly use any Company product provided to automate the creation of shipping labels by or on behalf of the Customer

9. LIABILITY FOR LOSS AND DAMAGE

Subject to the provisions of Clauses 4, 10, 11 and 12, the Company and their Agent shall be liable for any physical loss of, or physical damage to, goods during transit as defined in Clause 7 and storage other than storage under Clause 7(C)(iii), except to the extent that such loss or damage has arisen from or consists of:

a) the Customer or consignee not taking or accepting delivery within a reasonable time;

b) insufficient or improper packaging, labelling or addressing, including incorrect or missing postcode information;

c) damage or breakage of articles of, or for the part of any articles that comprise of china, glass, porcelain, earthenware or other similar materials;

d) consignments containing any form of liquid;

e) act or omission of the Customer or owner of the goods or of the servants or agents of either;

f) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear, depreciation, moths, vermin or the effect of any process of cleaning, dyeing or restoring any article;

g) Act of God.

h) seizure under legal process.

i) any consequence of war, invasion, act of foreign hostilities (whether war is declared or not), civil war, civil unrest, act of terrorism, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority, riots, civil commotion, lockouts, traffic congestion, mechanical breakdown, general or partial stoppage or restraint of labour from whatever cause, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionising radiations or contamination by radioactivity.

PROVIDED THAT the Company shall not be under any liability of any kind for a Consignment or other goods: -

(i) where there has been fraud by the Customer or the owner of the goods or the servants or agents of either; or

(ii) for the avoidance of doubt, where the Consignment was not in transit (as defined in Clause 7) at the time of the loss.

10. LIMITATION AND EXCLUSION OF LIABILITY

A. Subject to Clauses 4, 9, 11 and 12 hereof, the Company's liability for the loss of or damage to any goods shall be limited to the lesser of:

a) For goods carried within the British Isles (such terms to include Northern Ireland, Republic of Ireland and all Islands off the coast of Great Britain, including Channel Islands).

(i) For "Standard Cover" £100 per consignment

(ii) For Pallets, the limit of liability will be £1.50 per kg of gross weight lost or damaged with a maximum liability of £1500. If a pallet weight is undeclared on the Consignment note, the maximum liability is £150.

b) For all international services:

(i) If carriage by road, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) May 1956 Geneva and protocol of July 5th 1978 Geneva, apply, or;

(ii) If carriage by air, up to £100 per Consignment, unless the Warsaw Convention of 1929 as amended by the Protocol signed in the Hague on September 28th 1955, operates.

c) The replacement cost of lost or damaged goods, or

d) The repair cost of the damaged goods. Whether such loss or damage was due to the fault or negligence of the Company or otherwise, the Company shall be entitled to require proof of value of goods lost or damaged.

(B) Notwithstanding Sub-Clause (A) above, the Company shall, in no circumstances whatsoever, (unless required under CRM or Warsaw Convention) including negligence, nuisance, breach of contract or non-performance by the Company, be liable to the Customer for:

a) any indirect or consequential loss or damage of any kind, including any loss of profits or interest cost and for the avoidance of doubt, the cost of recompiling the information contained on the goods.

b) in the case of Consignments consigned to or from Northern Ireland, Republic of Ireland and islands off the coast of Great Britain, including the Channel Islands, or to other destinations by sea the Company shall have no liability for any loss in excess of the liability specified herein.

11. CLAIMS FOR COMPENSATION

The Customer must notify the Company of any loss or damage giving rise to a claim within 14 days of the date of despatch of such loss or damage and confirm it by notice in writing within 28 days of the date of despatch otherwise than on a delivery receipt. If the Customer fails to do so, the Company shall not be liable for any loss or damage, save and except where the Customer proves that:

(i) it was not reasonably possible for the Customer to advise the Company or make such a claim in writing within the time limit applicable; and

(ii) such advice or claim was made within a reasonable time;

b) In the event of a claim or damage, the Customer / Consignor / Consignee must ensure that the Consignment and its packaging is held for inspection at the delivery point.

c) Labour is excluded from repairs.

12. PROVISION RESPECT OF THE LIABILITY OF THE COMPANY

Notwithstanding provisions of the Contract and Clauses 9, 10 and 11 the liability of the Company shall in no circumstances exceed the liability of the Agent utilised by the Company to carry or store consignments or goods on its behalf and any such liability will be subject to the limitations exclusions and procedures for claiming compensation set out in the terms and conditions of the Agent which the Customer acknowledges that it accepts and shall comply with.

13. TERMINATION

Without limiting its other rights and remedies, the Company may terminate the Contract by giving the Customer 28 days written notice at any time and without incurring any liability to the Customer for the effects of such termination.

14. CUSTOMERS' INDEMNITY

a) The Customer shall indemnify and keep the Company indemnified against all loss, damage, costs or expenses, howsoever arising, including the negligence of the Company, in respect of any damage or loss of every nature beyond the liability of the Company under these Conditions.

b) The Customer shall, in addition to its obligations under Clause 8, indemnify the Company against any duty, tax or levy not expressly agreed to be paid by the Company under the Contract.

c) The Customer shall indemnify the Company against any liability arising under Sections 30(10) of the VAT Act 1994 (or any analogous provision in any other jurisdiction) or any statutory modification or re-enactment thereof in respect of a failure to export zero rated goods or to comply with any conditions in relation to zero rated goods intended to be exported.

15. EXTENSION PROTECTION TO EMPLOYEES AND AGENTS

The Customer acknowledges and agrees that the provisions of Clauses 4, 9, 10, 11, 13 and 15 shall extend to protect and indemnify the employees and agents of the company and that such provisions have been entered into and shall be enforceable by the Company for itself and as trustee or agent for such employees and agents.

16. LIEN AND DISPOSAL OF GOODS

a) The Company shall have lien on all goods carried for the Customer for any amount due to the Company whether pursuant to the contract or otherwise and for the cost of recovering the same.

b) If the amounts owing to the Company in respect of which it has a lien are not satisfied within a reasonable time of the commencement of transit as defined in Clause 7, the Company shall be at full liberty to:

(i) sell the goods either privately or by auction and apply proceeds of any sale in or towards any monies owing to it and the expense of the sale and shall account to the Customer for the balance remaining if any; or

(ii) destroy the goods if any sale under Sub-Clause (i) is impractical in the opinion of the Company due to the value or saleability of the goods in question, or otherwise; and such sale or destruction as the case may be shall be a full discharge of any liability of the Company in respect of the goods.

17. UNREASONABLE DETENTION

The Customer shall be liable to the Company for the costs incurred by the Company by reason of the Customer's unreasonable detention of vehicles, containers, sheets, pallets and like equipment but the Company's rights against any other person shall remain unaffected.

18. PERFORMANCE

The Company shall be relieved of its obligation to perform the Contract to the extent that the performance thereof is prevented or delayed by fire, severe weather conditions, industrial dispute, labour disturbance, delay by any government or public or local authority, including the customs of any country where the goods are carried and other causes beyond the reasonable control of the Company and for the avoidance of any doubt the Company's charges shall be payable in full in such circumstances, without prejudice to the Company's rights at common law to treat the Contract as frustrated.

19. SEVERABILITY

If any of these conditions or any part is held invalid for any purpose, it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the rest of these conditions.

20. INTERPRETATION AND JURISDICTION

The contract and these conditions shall in all respects be subject to and construed in accordance with England & Wales law and the parties to the contract hereby submit to the exclusive jurisdiction of the courts of England & Wales.