

STANDARD TRADING CONDITIONS

By tendering goods for transport by UBX UK Limited the Consignor agrees to the terms and conditions as stated herein.

In these conditions the following expressions shall have the following meanings.

- "the company" UBX UK Limited (whether acting by itself, through agents or otherwise)
- "consignee" the person to whom the consignment is to be transported as shown on the consignment
- "Consignor" the person who is the sender of the goods tendered for transport (whether on his own account or for on behalf of any other person) and whose name shall appear on the consignment note as the consignor.
- "Consignment" the goods (whether contained in one or more parcels, packages or sacks) consigned by the consignor to the company for transport from one address to another. Goods shall include documents or any other matter so consigned where appropriate.
- "Agent" means either or both of
 - (a) all divisions branches, companies or other entities in any part of the world which are for the time being members of the same group of companies as the company
 - (b) any person, firm, company or other entity with whom the company or its servants or agents may arrange for or provide services in connection with the transport of a consignment.
- "Remail Service" means the service provided by the company or transporting goods (and particularly document and similar items) in bulk to an authority, for onward despatch of such goods by such authority.

Each consignment note shall be correctly addressed by the consignor and accompanied by the Company's form of consignment note which the consignor shall properly complete and sign prior to the despatch of the consignment, the consignor is responsible for the correction of any information given or declaration made in the consignment note and is liable for the consequences of any false erroneous declaration or information or nay omission thereof.

1. UBX UK Ltd Account

You agree to the terms and conditions in the UBX UK Account Application. You agree that the information provided in the Account Application is for the purpose of obtaining credit and is warranted to be true. By signing the UBX UK Account Application You authorize us to investigate the references provided pertaining to your credit and financial responsibility.

UBX UK may cancel your account at any time without prior notice to You for any reason or no reason. You agree that if the account is cancelled you will pay for all shipments made under the account even if invoiced after the cancellation date.

2. Rates

You agree the rates provided by UBX UK are for You only and that You will not let other companies use the rates without authorization from us. You agree not to resell the services of UBX UK to other companies and You agree to immediately notify us if another company is found to be using Your UBX UK account. These rates are subject to change without notice. These rates may also change if the characteristics of the actual Shipment differ from those reported by You such as weight, dimension, commodity and other conditions not accurately described at the time the Shipment is processed.

3. Parties and sub-contracting

Where the consignor is not the owner of any consignment or part thereof he shall be deemed to be for all purposes the authorised agent of the owner or owners, The Consignor accepts these terms and conditions for himself and all other persons on whose behalf the consignor is acting or is deemed to be acting.

The company shall be entitled to sub-contract all or any part of the contract and to engage the services of any agent, sub-contractor or any other person for the person for purposes of fulfilling all or any part of the contract, Any such agents sub-contractors or other person shall have the like power to sub-contract on like terms.

4. Common Carrier

The company is not a common carrier and accepts goods for transport only on the conditions hereon.

1. Definitions

5. Variations

No waiver or alterations of or addition to these conditions may be made except in writing signed by a Director of the Company. No agent of or person employed by the Company may alter, add to or waive any of these conditions and where any oral or written instructions differ from or conflict with these conditions, these conditions shall prevail and such instructions shall be of no effect and shall not waive vary or modify these conditions.

6. Liabilities not assumed

- (a) The company, its agents and servants shall not be liable for any loss, damage ,costs or expenses suffered or incurred by the consignor or any other person arising out of or in connection with this contract or the transportation of any consignment except where such loss, damage ,costs or expenses shall arise as a direct result of any wilful act of neglect or default by the company and then only to the extent of the lesser of:
 - (1) £50 or
 - (2) the value of the consignment or the cost of reshipping it (at the consignors choice) For the purpose of establishing the Company's liability under this clause the value of the consignment shall be ascertained by reference to its replacement or reconstitution value at the place and time of shipment without reference to the commercial utility to the Consignor, consignee or any other person or any consequential loss.
- (b) The Company and its agents and servants shall not be liable under any circumstances for any special or consequential damages or loss. Special or consequential damages or loss shall include (but not be limited to) commercial and financial loss, special reconstruction costs, substituted costs. Loss of profit, income, utility market or business opportunity whether or not the company or its agents or servants had knowledge that such damages might be incurred.
- (c) Payment of claims shall be subject to the proof of costs or value of the consignment.

- (d) Any claim must be brought by the consignor and delivered in writing to the office of the company nearest to the location at which the Consignment was accepted within 28 days of the date of such acceptance. No claims may be brought by the Consignor against the Company outside that time limit. No claim for loss or damage will be entertained until all transportation charges have been paid. The amount of any such claim may not be deducted for any transportation charges owed to the Company.

7. Consignment accepted for transport

The Company reserves the right –

- (a) to inspect all goods tendered for transport, but this inspection shall not constitute a warranty that a particular item is suitable for carriage nor shall it impose upon the Company any responsibility for ensuring that the consignor has not omitted any goods from the consignment or any liability for the incompleteness, inadequacy or unsuitability of the goods included in the consignment.
- (b) To refuse at its sole discretion at any time to transport any goods tendered for transport (whether before or after such goods are accepted by the company for transport)
- (c) To reject any goods already accepted for transport if in the opinion of the Company there is a possibility that the continued transport of such goods may delay the transport or other consignments or cause damage to other consignments, equipment or personnel, or contravene any law or regulation of any state or authority:
- (d) To destroy or otherwise deal with any goods in the consignment where the Company considers (in its sole discretion) that there may be risk to other goods, property, life or health.
- (e) Without prejudice to the generality of the foregoing, the Company will not accept except under special arrangements hazardous or combustible materials including paints, acids, chemicals, explosives, radio active materials, firearms or parts thereof, most drugs or dead plants or animals, most perishable and non-perishable foods most cosmetics and liquor, most fine arts and antiques, literature or material that may be pornographic, offensive or politically sensitive precious stones or jewellery, including commercial carbons or industrial diamonds, precious metals, gold or silver in the form of bullion coin, cyanides, precipitates or any other form of currency (paper or coin of any nationality), negotiable securities, stocks,

bonds . certificates, coupons or stamps un-cancelled postage or revenue stamps war savings or thrift stamps, letters, antiques, pictures, negotiable cheques, money orders or travellers cheques and generally any items the transport of which is prohibited by any law, regulation, or statute of any federal state or local government of any country from ,to or through which consignment may be carried.

8. Consignment rejected for transport

In the event that the consignor should consign to the Company goods, which are rejected by the Company for transport or which the Company has under –valued for customs purposes (whether such under valuation was deliberate or accidental) then:

- (a) the Company shall attempt to contact the Consignor in order to return the Consignment at the Consignor's expense:
- (b) if the Consignor cannot be contacted or if the Consignor refuses to accept liability for such expense then the Company shall be entitled to deal with the Consignment as it sees fit and (without prejudice to the generality hereof) to abandon transport of the consignment immediately upon the Company having knowledge that the Consignment or part thereof infringes these conditions or (in particular infringes any law or regulation of any state authority whatsoever.

9. Warranties by the Consignor

The Consignor expressly warrants to the Company that:

- (a) the person handing over the Consignment to the Company is authorised to sign the consignment note for the Consignor or affix his stamp:
- (b) the Consignor makes this contract during the normal course of its business and holds itself out as so doing:
- (c) The description and details related to the Consignment shown on the Consignment note are correct and in particular the declared value is correct:

- (d) The Consignment is not such that it would be illegal for the Company to convey it under any legislation due to its nature, contents, packaging, labelling, place of origin or otherwise howsoever
- (e) The Consignment is complete and is adequately prepared and packaged to ensure safe transportation with ordinary care and handling and any articles susceptible to damage as a result of any condition encountered in air transportation, or in collection, or delivery by other means of transportation, is adequately protected by proper packaging:
- (f) The Consignment is properly labelled and addressed to enable delivery to be made in the ordinary course of the Company's service:
- (g) To the extent that the Consignment comprises whole or in part documents, such documents have neither commercial value nor customs value in the country of destination of such document nor in any country through which the transportation or delivery of the documents may be affected.

10. Customs Clearance

The Company will use all reasonable endeavours to affect customs clearance but will not be liable for any penalties imposed or costs incurred due to delay or refusal by custom authorities or due to the consignment being impounded by customs or other authorities and the Consignor hereby agrees to indemnify the Company on demand against any such penalty or loss.

11. Charges

Transport charges, supplementary charges, customs duties and other charges incurred from the time of acceptance of the Consignment for transport to the time of delivery of the Consignment shall be paid by the Consignor as required by the relevant authority or body.

12. Methods of Transport and Delivery

- (a) Subject to payment of the Company's charges in accordance with rates in effect on the date of acceptance of the Consignment by the Company the Company agrees to transport the consignment by means of the Global Impact Worldwide Network. The Company reserves the right to carry the Consignment by any route and procedure and the Company will have the right to employ any other suitable person, firm or company in the transport, storage and handling of the Consignment. The Consignor will not seek to

impose upon any such entity a liability greater than that accepted by the Company under these conditions.

- (b) The Company may in its sole discretion deliver or part of the consignment to any such authority (including without limitation any postal authority) in any such country as it shall decide and the Company shall not thereafter be responsible for ensuring the delivery of such Consignment or part thereof and shall not be liable for any failure or default in respect of delivery by such authority.

13. Insurance

No insurance will be affected except upon express instructions given in writing by the Consignor to the Company and any insurance effected by the Company is subject to the usual exceptions and conditions of the policies of the Insurance company of underwriters taking the risks. The Company shall not be under any obligation to effect Separate insurance for each Consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason; the insured shall have recourse against the insurers only and the Company, Its Agents and servants shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding That the premium for the policy may not be the same rate as that charged by the Company or paid to the Company by The Consignor.

14. Delivery

The Company is authorised to deliver the Consignment to the address marked on the Consignment Note.

The Company shall be deemed to have delivered the Consignment in accordance with the contract provided that:-

- (a) At that address the Company obtains from any person a receipt or signed for the Company.
- (b) The Company delivers to the Consignor a certificate in writing duly signed by an authorised representative of the Company that the goods were delivered at that address and the Consignor is not entitled to requisition any further proof of delivery except as above.

15. Undelivered Consignments

Where for any reason the Consignment cannot be delivered at the address marked on the Consignment Note or where the Consignment is to be held by the Company or agent for collection at a destination station and such goods are not removed within five working days, the Company shall be under no liability for loss or damages to the Consignor and will, in the case of perishable goods forthwith and in the case of other goods within 14 days after giving to the Consignor or the Consignee notice by post or otherwise (including public notice where the names and addresses of the Consignor and Consignee are not known) of its intention to do so, to sell the same and may deduct out of the proceeds of sale all proper charges in respect of the transport and warehousing of the goods and any other expenses incurred by the Company in relation thereto.

16. Payment Terms

- (a) Payment of the charges made by the Company for or in connection with the transport of any Consignment shall be made by the Consignor within 14 days following the Company's invoice for such Consignment.
- (b) At its own discretion the Company may, on request by the Consignor, transport a Consignment on the basis that The Consignee shall make payment of the Company's charges on delivery of the Consignment provided that the Consignor shall remain liable to make such payment if the Consignee fails or refuses to do so upon the Company tendering the Consignment for delivery to the Consignee. If the Consignee so refuses or fails to pay the Company, the Company:
 - (i) Shall notify the Consignor accordingly;
 - (ii) shall not be required to deliver the Consignment until payment is made and in any event the Consignor fails to pay the Company in full within 28 days of such notification, the Company may forthwith Thereafter and without further notice be entitled to exercise its lien under clause 17 below;
- (c) A claim or counterclaim made against the Company shall not constitute a valid reason for withholding payment either in whole or part of monies payable or liabilities incurred to the Company. Claims must not be deducted from the Company's account after the Company and its insurers have agreed the claim.

17. Lien

The Company shall have a particular and general right of detention on all goods in its possession for all sums due at any time from the Consignor, the Consignee

or the owner of the goods whether under this or any other contract between the Consignor and the Company and shall be entitled to sell or otherwise dispose of in or towards the payment of such sums on 28 days' notice in writing to the Consignor.

18. Security and dangerous goods

You agree to send goods and materials in compliance with the Carrier's requirements and security restrictions in place at the time of the shipment. You will only ship goods and materials that you own or originate with You or Your company. If You ship dangerous goods, as defined by the Carrier, You agree to all the terms and conditions of the Carrier regarding these items, including but not limited to proper packaging, preparation for transport, training and updating employees, and paperwork requirements. In the event of a breach of any requirement regarding dangerous goods you agree to indemnify and hold harmless UBX UK Ltd from all loss and liability arising from said shipment(s) and/or breach.

19. English Law

This contract shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.