

COSCO Shipping Lines (UK) Limited

Standard Trading Conditions

All business transaction entered into by **COSCO Shipping Lines (UK) Limited** (hereinafter “the company”) and any services provided by the company shall be subject to the following terms and conditions. All other terms and conditions are hereby excluded.

1. The company is a shipping and forwarding agent and except in special circumstances where it agrees in writing and explicitly to be personally responsible to the exclusion of the Principal for the performance of any services the company acts solely as agent for the principal.

2. “Principal” in these conditions shall mean the company, firm or organisation on whose behalf the company is acting and/or the carrier under the Bill of Lading in connection with which the services are arranged by the company. And “Customer” shall mean the company, firm or person who contacts for the provision of services or supplies with the company whether the company is acting on the behalf of the Principal or for its own account.

3. When acting as port liner or booking agent the company acts at all times for and on behalf of the Principal and has authority to enter into contracts with customer as agent for the principal.

4. Unless otherwise agreed in writing where the company arranges services for the customer’s goods which are or will be carried in accordance with a contract with the Principal contained in or evidenced by a through Combined Transport Bill of Lading all services provided by the company for and on behalf of the Principal and by way of illustration only, such services may include the arranging of the carriage of the goods to and from the port of loading and/or discharge, the arranging of storage, packing or consolidation of the goods and packing and unpacking containers. The provision of such services will be subject to the terms and conditions of the Principal’s Bill of Lading copies of which are available upon request whether or not the same has in fact been issued at the date of the services.

5. If the company agrees in writing that it will be personally responsible for the performance of any services particularly those services described in paragraph 4 herein whilst for all UK road transport / haulage, RHA 1998 terms and condition will apply. The company shall be relieved of any liability for loss or damage, if it can establish that such loss or damage resulted from:

- a. The act or omission of the customer or other party interested in the goods.
- b. Inherent vice of the goods including packing, labeling or addressing (except to the extent that the company undertook to be responsible thereof)
- c. Handling, loading, stowage or unloading of the goods by the customer or other party interested in the goods by the customer or other party interested in the goods or persons acting on its behalf.
- d. Seizure or forfeiture under legal process or the terms and conditions of the relevant bill of lading.
- e. Riot, civil commotion, strike, and lockout, general of partial stoppage or restraint of labour from whatever case.
- f. Any consequence of war, invasion, acts of foreign enemies, hostility (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to any property or goods by or under the order of any Government or Public or Local Authority.
- g. Save as is otherwise provided herein, the Company shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits.

The company shall be responsible for loss or damage to goods or any other loss or damage connected with services provided only if it is proven that the loss or damage occurred whilst the goods were in the actual custody of the company and under its actual control and that such loss

or damage was caused by negligence on the part of the company its servants or agent.

6. Where so requested by the customer or his representative, the company shall clear goods through Customs, arrange Haulage and/or insurance for the goods as agents only for the customer.

For the avoidance of doubt the company shall have authority to appoint agent to perform such services on behalf of the customer and the agent so appointed shall act as the Customer's agent and not the Company's agent.

7. Where the company agrees in writing to be responsible for the provision of services for the Customer's goods, the customer shall be deemed to have authorised the company to conclude all and any contacts necessary to provide those services and shall reimburse on demand the company will all expenses, taxes, charges or fines whatsoever incurred by the company as result of providing the services. If the customer fails to make payment in full of any sum due to the company on demand or within any period agreed in writing the company shall be entitled to recover interest at the rate of 15% per annum on any sums outstanding.

8. a) The customer warrants that he is either the owner or the authorised agent of any goods (including but not limited to any containers or equipment) to which the relevant business related and further warrants that he is authorised to accept and is accepting these conditions not only for himself but also all others persons who are or may hereafter become interested in the goods.

b) The customer shall declare to the company full detail of goods, which are of a dangerous or damaging nature, including those goods, which are more particularly described in the IMCO code. Should the customer fail to provide such details as the times of contract the customer shall be responsible for all loss cost and damages arising as a result thereof and the company shall have the right exercisable on the behalf of itself or its principal to rescind the contract.

c) The customer shall indemnify the company in respect of all costs, expenses. Loss or damage resulting from any of the matters listed in sub-clause 5a,b and c herein.

d) The company shall not be liable for any loss or damage caused by delay in delivery of goods or document unless it has guaranteed the dates of departure and arrival in writing. Such guarantee must be explicit and describe as such.

9. Any liability of the Company for the loss or damage or otherwise in connection with services provided shall not in any event exceed the lesser of sums calculated in the following manner.

a. Where goods are lost or damaged:

i) The value of goods so lost and damage, or

ii) a sum calculated at the rate of £1,300 per tonne and pro rata for any part of a tonne of gross weight of any goods loss or damaged.

b. where good are not loss or damaged:

i) the value of the goods the subject of the relevant transaction between the company and the customer.

OR

ii) a sum calculated at the rate of £1,300 per tonne and pro rata for any part of a tonne on the weight of the goods the subject of the transaction.

OR

iii) £40,000.00.

10. a) The company shall not be liable for the loss or damage to goods unless it is advised thereof in writing within 7 days after the termination or transit and the claim is made in writing within 14 days, alternatively advice is given within 28 days of the commencement of transit and the claim is made in writing within 42 days provided always that these limits shall not apply if the customer can establish that it was not reasonable, possible for him to make a claim in writing within the time limit and notice was given within a reasonable time.

b) The Company shall be discharged of all liability whatsoever unless proceedings are issued and notice thereof given to the company within 12 months of the date of the event or occurrence which is alleged to give rise to a case of action against the company.

11. The company shall have a general and a particular Lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the customer and/or his representative and shall be entitled on giving 28 days notice in writing to the customer

to sell or dispose of such goods or document as agent for and at the expense of the customer and apply the proceeds towards the moneys due and the expenses of the retention insurance and sale of the goods. The company shall upon accounting to the customer for any balance remaining be discharged from all liability whatsoever in respect of the goods. The company shall be entitled to store and preserve the goods at the customer's expense and shall have a Lien in respect of the costs of storage and/or preservation of the goods.

12. All Freight and charges or ancillaries due shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods. The company shall be entitled to retain and be paid all brokerages commission, allowance and other remuneration, usually retained by or paid to freight forwarders.

13. Any dispute shall in connection with the company's business or services provided shall be subject to English Law and referred to the exclusive jurisdiction of the English Courts. The company however shall have the option to bring proceedings if desired in any foreign court.
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