

Sean Moriarty Transport Ltd, Dundalk

Standard Trading Conditions – Effective from Jan 1st 2013

DEFINITIONS AND APPLICATION

1. In these Conditions:

“Company” Refers to Sean Moriarty Transport Ltd, trading under these conditions. The company shall act in the interest of his principal/customer and fulfil his duties with due care.

“Person” Includes persons or any corporate body or bodies.

“The Owner” Refers to the owner of the goods (including any packaging, containers or equipment) to which any business carried out under these conditions relates and any other person who is or may become interested in them.

“Customer” Means any person at whose request or on whose behalf the company undertakes any business or provides advice, information or services, as principal or agent. The customer warrants that he is either the owner of the goods or the authorised agent of the owner and also that he is accepting these conditions not only for himself but also as agent for and on behalf of the owner.

2. (A) These terms and conditions apply to all contracts, whether gratuitous or not for the transportation of goods, irrespective of whether they concern freight forwarding, domestic or international carriage, warehousing or other services common to the forwarding trade; these also include logistical services commonly provided by freight forwarders in connection with the carriage or storage of goods.

(B) In the case of freight forwarding services, the Company is only responsible for arranging the necessary contracts required for the performance of these services, unless other legal provisions take precedence. If trade, customs or legal provisions differ from these conditions, these conditions will take precedence unless these legal provisions are mandatory. In such cases, nothing in these conditions will be deemed as a surrender by the company of any of its rights or immunities or as an increase of its liabilities under such legislation, and if any part of these conditions be contradictory or repugnant to such legislation to any extent, such part shall as regards the business in question be overridden to that extent and no further. For contracts of carriage by air, sea, inland waterways or for multi-modal transports different contractual arrangements may be made in accordance with the terms of carriage devised for these transports.

By Sea - Hague Visby Rules

By Road – CMR for European Transits / IRHA Terms & Conditions for Irish & UK Transports

By Air - Warsaw/Montreal Convention

3. These terms and conditions are not applicable to contracts that deal exclusively with

- Packaging
- Carriage of removal goods
- Crane lifting, heavy lift, assembly jobs, high volume transports
- The carriage and storage of goods to be towed or salvaged

4. In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with the Contract, the Owner and Consignee accept these Conditions for themselves and their agents and for any parties on whose behalf they or their Agents may act, and in particular, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them.
5. (A) The Company is entitled to procure services as an agent or to provide them as a principal.
(B) The offer and or acceptance of an inclusive price will not be the deciding factor as to whether or not the Company is acting as an agent or a principal.
(C) When acting as an agent the Company does not make or imply to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to the goods and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
(D) The Company shall on demand produce evidence of contracts entered into as agents for the Customer and if unable to do it will be deemed that the Company acted as principal.
6. When the Company has contracted as Principal for the performance of any of its services, it undertakes to perform, or in its own name to procure the performance of those services, and subject always to the totality of these Conditions and in particular to paragraphs 56-59 within accepts liability for loss of or damage to goods taken into its charge occurring between the time when it takes the goods into its charge and the time when the Company calls upon the Customer, Consignee or Owner to take delivery of the goods.
7. When the Company in accordance with these Conditions acts an agent on behalf of the Customer, the Company shall be entitled to enter into Contracts on behalf of the Customer:
(A) for the carriage of goods by any route or means or person;
(B) for the storage, packing, trans-shipment, loading, unloading or handling of the goods by any person at any place and for any length of time;
(C) for the carriage or storage of goods in or on transport units with other goods of whatever nature; and
(D) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer, and the Customer hereby expressly authorises the Company to do so.
8. The Company has reasonable freedom to choose the route and means and procedure to be followed in carrying out its tasks.
9. The benefit of these conditions will apply to any parent, subsidiary, or associated company of the Company in the absence of any agreement to the contrary. The Company is hereby entitled to perform any of its obligations by itself, its subsidiary, or its parent Company or any associated Companies.

INSTRUCTIONS, TRANSMISSIONS, ERRORS, TYPES OF GOODS

10. Forwarding instructions, other instructions, directives and communications are valid even if given informally. Subsequent modifications must be specifically identifiable as being amendments. The burden of proof for the correct and complete transmission lies with the party referring to it. If statements must be made in writing, they are deemed to having been made in writing when using electronic data communication or any other machine readable form for as long as the originator of the message is identifiable.
11. An instruction remains valid for the Company until revoked by the Customer. In the case of insufficient or impractical instructions the freight forwarder may use his professional judgement.

12. The Customer must inform the Company, at the time of giving the instructions, that the transport contract concerns:
 - dangerous goods
 - live animals and plants
 - perishables
 - valuable goods and goods with an inherent risk of theft.
13. The Customer must specify in his instructions addresses, marks, numbers, quantity, nature and contents of the packages as well as declaring the properties of the goods, the goods value for insurance purposes and any other information relevant for the proper execution of the forwarding/transport instructions.
14. The Company can and will be obliged within legal parameters to re-coup any financial penalties, and surcharges incurred by them during any movement by road, sea, air, rail due to freight/goods/documentation found to be miss declared/inaccurate/incomplete, when audited by any party within the movement of the goods. Miss declarations can include but are not limited to inaccurate weights, sizes, nature of cargo, goods origin/destination addresses being incorrect, incorrect documentation and declarations etc
15. In the case of dangerous goods, the Customer must inform the Company in writing - at the time of giving the instructions - of the exact nature of the hazard and, if appropriate, about precautionary measures. In the case of dangerous goods subject to the law for the carriage of dangerous goods or other goods, the carriage of which is subject to specific regulations regarding dangerous goods, their handling or their disposal, the principal has to make the necessary declarations required for the proper execution of the forwarding instruction, especially the classification in accordance with the regulations for dangerous goods.
16. The Customer must inform the Company about particularly valuable goods or goods with an inherent risk of theft (e.g., cash, precious metals, jewellery, clocks and watches, precious stones, works of art, antiquities, bank or credit cards, valid telephone cards or other means payment, bonds, shares and similar, foreign currencies, documents, spirits, tobacco, entertainment electronics, telecommunications devices and accessories) and goods with an actual value of € 50 per kg or more well in advance to allow the Company to decide about acceptance of the goods and to take measures for a safe and secure execution of the forwarding/transport job. The company will accept no liability, unless arrangements are made in writing, for transport of any of the above articles.
17. If a forwarding instruction does not comply with the terms stated in sections 11-13, the Company has the option to,
 - refuse acceptance of the goods
 - return goods already accepted or to make them available for collection
 - ship, transport or store them without the need to notify the Customer and to charge an extra, appropriate fee, if the safe and secure execution of the instruction causes extra costs.

GENERAL LIEN

18. Subject to paragraph 18(B), the Company shall have a general 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 or Owner, and shall be entitled to sell or dispose of such goods or documents as Agent for and at the expense of the Customer and apply the proceeds towards the payment of the sums upon 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal, the Company shall be discharged of any liability whatsoever in respect of the goods or documents.

18(B) When the goods are liable to perish or deteriorate the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company subject only

to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods before doing so.

19. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.

INSURANCE

20. The Company arranges for the insurance of the goods (e.g. transit or warehousing insurance) with an insurer of his choice if instructed to do so by the Customer before the goods are handed over. Instructions to insure goods/movement must be made in writing. If the Company cannot affect insurance cover, either due to the nature of the goods or for any other reason, he must inform the principal without delay.
21. The Company, after due consideration decides the type and scope of the insurance and arranges the cover at the usual market rates, unless the Customer instructs the Company differently, specifying the insured sum and the risks to be covered, in writing.
22. The freight forwarder is entitled to a special fee, apart from his reimbursements, for arranging the insurance, handling claims and other administrative tasks in connection with claims and averages.
23. If/when the Company agrees to arrange Insurance, the Company acts solely as agent for the Customer using its best endeavours to arrange such Insurance and does so subject to the limits of liability contained in paragraph 58 herein.

CUSTOMS CLEARANCE

24. The instruction for shipment to a destination in another country includes instructions for customs clearance, if this is necessary for arranging the transport to the place of destination.
25. The Company is entitled to an extra fee for the customs clearance, over and above the actual costs incurred.
26. The instruction to forward bonded goods or to deliver them free house, authorises the Company to effect the customs clearance and to advance customs and excise duties and fees.

PACKING AND MARKING OBLIGATION OF THE CUSTOMER/OWNER

27. The packages have to be clearly and durably marked by the Customer to facilitate their proper handling, e.g. addresses, marks, numbers, symbols for handling and properties; old marks must be removed or made illegible, and also in clean and good condition and be suitable for the relevant transport mode(s)
28. In addition the Customer/Owner is under obligation for the following:
- (A) to mark all packages belonging to the same consignment in such a way that they are easily recognised as forming one consignment,
 - (B) to prepare packages in such a way that they may not be accessed without leaving visible trace (adhesive tape, bands, etc. are only permissible when they are individually designed or otherwise difficult to imitate; foil wrapping must be thermally sealed);
 - (C) Packages are single packages or units of packages, formed by the principal for the purpose of being carried according to the transport instruction, e.g., boxes, wireboxes, pallets, handling units, enclosed loading units such as covered wagons, wagons with tarpaulin covers, semi-trailers, swap bodies, containers or igloos.
 - (D) to mark packing units with a gross weight of at least 1,000 kilograms with the weight specification as prescribed for heavy loads to be transported.

RECEIPT

29. Upon request by the Customer, the Company shall issue a certificate of receipt. With this certificate the Company confirms the quantity and type of packages, but not their contents, value or weight. In the case of bulk goods, full loads and such like the certificate of receipt does not state the gross weight or any other description of the quantity of the goods.
30. As proof of delivery the Company requests from the consignee a receipt of the packages as named in the forwarding instruction or other accompanying transport documents. Should the consignee refuse to sign for the receipt of the goods, the Company must request further instructions. If the goods have already been unloaded at the consignee, the Company is entitled to regain possession.

DELIVERY & DOCUMENTATION

31. Delivery is deemed to have been affected when the goods are handed over to any person present on the premises of the consignee, unless there are apparent reasonable doubts about their authority to receive goods on behalf of the consignee.
32. (A) If delivery of the goods or any part of delivery is not taken by the Customer, Consignee or Owner, at the time and place where the Company is entitled to call upon person(s) to take delivery thereof, the Company shall be entitled to store the goods or any part thereof at the sole risk of the Customer, and the liability of the Company in respect of the goods or the part(s) stored shall wholly cease and the cost of such storage if paid for or payable by the Company or any agent or sub-contractor of the Company shall upon demand be paid by the Customer to the Company.
(B) The Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):
 - (i) on 28 days notice in writing to the Customer, or if the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the goods, any goods which have been held by the Company for 90 days and which cannot be delivered as instructed; and
 - (ii) Without prior notice, goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to third parties or to contravene any applicable laws or regulations.
33. (A) Except for arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of goods, such as but not limited to, against payment or against surrender of a particular document, are accepted by the Company only as agents for the Customer where third parties are engaged to effect compliance with the instructions.
(B) The Company shall not be liable in respect of such arrangements as are referred to under paragraph 33(A) except where such arrangements are made in writing.
(C) In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to goods.
34. The statement by the Customer that the transaction/instruction is to be executed freight unpaid or that the costs are to be paid by the consignee or a third party does not affect his liability for payment of all charges. This does not concern cash on delivery instructions.
35. In the absence of specific agreements, neither loading or delivery deadlines are guaranteed, nor the sequence of the handling of goods of the same means of transport. This does not affect the Company's statutory liability with regard to missing deadlines.
36. Obstacles beyond the Company's control relieve it, for their duration, from the duties that are affected by these obstacles. In the case of such obstacles, the Company or the Customer has the

right to withdraw from the contract even if it has already been partially performed. If the Company or the Customer withdraws from the contract, the Company is entitled to the costs which he deemed to be necessary to be incurred or which were incurred in the interest of the Customer.

INFORMTION

- 37.** The Company is obliged to provide the Customer with all necessary information, to inform him, upon request, about the status of the transaction and to provide information about all transactions so far, however, he is only obliged to reveal the costs incurred if he acted as principal. The Company is obliged to pass everything he receives/obtains while acting for him to the Customer.
- 38.** Advice and information, in whatever form it may be given, is provided by the Company for the Customer only and the Customer will indemnify the Company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying or acting upon such advice or information. Unless previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.
- 39.** Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made except under special arrangements previously made in writing.

THE CUSTOMER

- 40.** The Customer warrants:
 - (A) that the description and particulars of any goods furnished by or on behalf of the Customer are full and accurate.
 - (B) that all goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.
 - (C) that where the Company receives the goods from the Customer already stowed in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of goods by land, sea or air (each hereafter individually referred to as "the transport unit"), the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein or thereon.
- 41.** Should the Customer otherwise than under special arrangements previously made in writing deliver to the Company or cause the Company to deal with or handle goods of a dangerous or damaging nature, or goods likely to harbour or encourage vermin or other pests, or goods liable to taint or affect other goods, he shall be liable for all loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.
- 42.** The Customer undertakes that no claim shall be made against any Director, Servant, or Employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 43.** The Customer shall save harmless and keep the Company indemnified from and against:-
 - (A) all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the

Customer of any warranty contained in these Conditions or from the negligence of the Customer, and
(B) without derogation from Clause (A) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and
(C) all claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its Servants, Sub-Contractors or Agents, and
(D) any claim of a General Average* nature which may be made on the Company.

***General Average** – Loss / damage arising in consequence of extraordinary and intentional sacrifices made, or expenses incurred, for the common safety of the ship/craft/vehicle/engine or cargo.

44. The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.
45. In respect of all sums which are overdue the Customer shall be liable to pay to the Company interest calculated at 3% above the prime lending rate of Permanent TSB at the time of monies due.
46. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by the Consignee or other person when due.
47. Where liability for General Average arises in connection with the goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

DISBURSMENTS OF THE FREIGHT FORWARDER, EXEMPTION FROM THIRD PARTY CLAIMS

48. The Company is entitled to reimbursement for outlays which he could reasonably consider appropriate.
49. The instruction to accept incoming consignments entitles the Company – but does not oblige him – to advance freight, COD-sums, duties, taxes and other dues in connection with such consignments.
50. The Customer has to relieve the Company immediately of demands regarding freight, average demands, customs duties, taxes or other dues directed against the Customer as being agent for or possessor of the goods owned by third parties, when the Customer is not responsible for such payments. The Customer is entitled to take reasonable measures appropriate to protect himself. If the circumstances do not require immediate action, the Company must request instructions from his principal.
51. The Customer must inform the Company in an appropriate way about all public/legal obligations, e.g. regarding customs regulations or trademark obligations, arising from the possession of the goods, unless it may reasonably be deduced from the quotation of the Company that he is aware of such obligations.

OFFERS AND PAYMENT

52. Offers from the Company and agreements with him regarding price and services always refer to specified own services or those of third parties, and to goods of normal size, weight and nature; they presume normal unfettered transport situations, unimpeded access, the possibility of

immediate on-shipment and that freight rates, exchange rates and tariffs upon which the quotation was based remain valid, unless changes could be foreseen under the current circumstances. The note "plus the usual ancillary charges" entitles the Company to charge for supplements and surcharges.

53. All quotations made by the Company are valid only for immediate acceptance and immediate execution of the relevant task, unless otherwise specified in the quotation, and when the instructions refer to the quotation.
54. In case of a COD- or other collection instruction being withdrawn retrospectively or if the money is not paid, the Company is still entitled to his collection fee.
55. If the consignee refuses to accept a consignment destined for him or, if the delivery is impossible for reasons beyond the control of the Company, the Company is entitled to the cartage charges for the return of the consignment.

LIABILITY AND LIMITATION

56. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.
57. The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:
 - (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
 - (B) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.
58. Except under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates of goods.
59. The company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed
 - (i) in the case of claims for loss or damage to goods**
 - (a) the value of any goods lost or damaged, or
 - (b) a sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (known as SDR's), per kilo of gross weight of any goods lost or damaged, whichever be the least.
 - (ii) in the case of all other claims**
 - (a) the value of the goods the subject of the transaction between the Company and its Customer,
 - (b) a sum at the rate of two SDR's per kilo of the gross weight of the goods, or
 - (c) 75,000 SDR's in respect of any one transaction, whichever shall be the least.

For the purposes of paragraph 59, the value of the goods shall be their value when they were or should have been shipped. The value of SDR's shall be calculated as at the date when the claim is received by the Company in writing.

- (A) Subject to paragraph 2 above, and paragraph 59(C) below, the Company's liability for loss or damage as arising from failure to deliver or arrange delivery of goods in a reasonable time or (where there is a special arrangement under paragraph 58) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the transaction.
- (B) Save in respect of such loss or damage as is referred to at paragraph 59(A) and subject to paragraph 2 above and paragraph(C) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.
- (C) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in clause 59 upon the Customer agreeing to pay the Company's additional fees for accepting increased liability.

TIME LIMITS FOR CLAIMS & BURDEN OF PROOF

60. (A) A claim by the Customer against the Company in respect of any service provided for the Customer should be made in writing and notified to the Company within 14 days of the date upon which the Customer became or should have become aware of any event alleged to give rise to such claim and any claim not made and notified as mentioned shall be deemed to be waived and barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.
- (B) the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has begun proceedings to provide unless an action in law be brought and written notice of the action given to the Company within 9 months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.
61. The Customer must provide evidence that goods of a specified quantity and state were handed to the Company in apparent good order. The Company must provide evidence that he delivered the goods as he received them.
62. The burden of proof that goods were damaged whilst being transported in the means of transport lies with the party claiming such damage. If the place where the damage occurred is unknown, the Company must specify the sequence of transportation by documenting the interfaces if requested by the Customer or the consignee. It is to be assumed that the damage occurred during that stage of the transportation for which the Company cannot provide a clean receipt.
63. The Company is obliged to ascertain, through appropriate enquiries and obtaining evidence, where the damage occurred.

JURISDICTION AND LAW

64. These Conditions and any action or contract to which they apply shall be governed by the laws of the Republic of Ireland and any dispute arising out of any action or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

WAREHOUSING

65. The choice of warehousing location (own or third party) lies with the Company. In case of a third party warehouse the Company must notify the Customer in writing and immediately of the warehouse company and its address, or, in case of a warehouse warrant, to mark these on the warrant.
66. The Customer is at liberty to inspect the warehouse. Objections or complaints about the storage of the goods must be made immediately. If he does not exercise the right of inspection, he waves all rights to objections against the storage and warehousing, for as long as the choice and type of storage complies with the usual professional care of a freight forwarder or transport operator.
67. Access to the warehouse is only granted to the Customer during the normal working hours of the Company, and in his company.
68. If the principal handles the goods (e.g. sample taking) the Company may demand that the number, the weight and the status of the goods be inspected together with the Customer. If the Customer does not agree to this, the Company is not liable for damage discovered later, unless the damage was clearly not caused by such handling of the goods.

69. The Customer is liable for all damage caused by him or his staff or agents to the Company, other warehouse clients or third parties whilst on the premises of the warehouse, unless he, his staff or agents are not responsible for such damage.
70. In case of inventory discrepancies, the Company is entitled to balance shortages and surpluses of the same principal.
71. If the Company has reasonable doubt about the security of his claim upon the value of the goods he is entitled to set a reasonable time limit for the Customer to either secure the claims of the Company or to make alternative provisions for the storage of the goods. If the Customer does not comply with this, the Company is entitled to terminate the contract without further notice.
72. The Customer warrants that he is either the owner of the Goods or is authorised by such owner to accept these Conditions on the owner's behalf.
73. Customer's Undertakings
- (a) When presented for warehousing, the Goods shall be securely and properly packed in compliance with any statutory regulations or official or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise.
 - (b) Before presentation of the Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.
 - (c) It will reimburse all duties and taxes that the Company may be required to pay in respect of the Goods,
 - (d) Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.
 - (e) Notwithstanding any notice, if there is a breach of contract by the Customer, the Customer will indemnify the Company against any loss or damage it suffers related to the breach, and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra storage charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer of this contract. If the Company suspects a breach of warranty in paragraph 73, it may demand the immediate removal of any goods held for the Customer, or itself arrange their removal without notice, at the Customer's expense.

COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES

74. (A) The company does not insure the good unless specifically requested to do so in writing, the Customer shall make arrangements to cover the Goods against all risks to the full insurable value.
- (B) The company excludes liability for any claim relating to loss, damage, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or mis-compliance with instructions of or in connection with the goods. This does not apply if a claim arises from the neglect or wilful act or default of the Company, its employees, or sub-contractors.
- (C) In any case, the Company's liability shall not exceed a total of Euro 127 per tonne weight of that part of the Goods in respect of which a claim arises. In no case shall the Company be liable for any loss of profit or indirect or consequential loss of any kind. This may be increased in writing, in which case seven days notice will be given to the Company by the Customer before the increased liability shall be operative and shall specify the nature and value of the goods. At no point will the Company's liabilities exceed this agreed value.

(D) The Customer shall accept an increase in the Company's charges to cover the costs incurred in insuring against the Company's additional liability.

(E) The Company shall not be liable for any Claim unless it has received written notice of the Claim from the Customer within 21 days (7 days in the case of sub-contract carriage) of the cause of the Claim coming to the Customer's knowledge or of the Goods being delivered by the Company to or to the use of the Customer, whichever is the later.

(F) No legal proceedings may be brought against the Company unless they are issued and served, and no counterclaim may be raised unless full written details are received by the Company, within 9 months of the event giving rise to the Claim.

EMPLOYEES AND SUB-CONTRACTORS

75. The Customer and the Owner of the Goods will not take any proceedings against any employee or sub-contractor of the Company for a Claim. If an employee or sub-contractor pays or is liable to make a payment to the Customer or Owner of the Goods in connection with a Claim, the Customer and the Owner of the Goods will each fully indemnify the Company against any claim (including all costs and expenses) by the employee or sub-contractor against the Company for reimbursement of or indemnity against that payment to the extent that it exceeds €127 per tonne weight of that part of the Goods the subject of a Claim or any higher figure agreed under paragraph 74(A)

In any of the circumstances referred to within and with the written consent of the Customer, the Company shall be entitled to sub-contract all or any part of its business and in this event these Conditions shall apply to such services. The Company shall be entitled to sub-contract with others for the security, cleaning, maintenance, repair and other services and works at the premises where the Goods are located.

The circumstances referred to above hereof are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance, requirement of a responsible authority or any emergency reasonably requiring such action by the Company.

CHANGE OF CUSTOMER

76. The Customer may give written authority for the Goods or any part of the goods to be transferred by the Company to the account of another party but subject to the Customer ensuring before the effective date of the transfer that such other party notifies the Company in writing that it is to become the Customer and is to be bound by these Conditions. Also, the Customer agrees to continue to pay the Company's charges until receipt by the Company of the other party's written notification.

CHARGES, PAYMENTS AND LIEN

77. The Company's charges, which may be increased from time to time by at least 21 days prior notice to the Customer, shall be payable free of any deductions at such periodic intervals as may have been agreed between the parties and in any event on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before the removal of the Goods from the Company's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated at the rate of 2 per cent for each calendar month during all or part of which a payment is overdue. Further, the Company shall have on the Goods a particular lien, as well as a general lien entitling it to retain the Goods as security for payment of all sums due from the customer on any account (relating to the Goods or not). Storage charges shall continue to accrue on any goods detained under lien.

TERMINATION

78. (A)The Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the Goods within 28 days from the date of such notice or, in the case of perishable goods, within 3 days.

(B) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with Condition 78(A) having been given) at the due time, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 28 days, or in the case of perishables within three days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's own risk and expense by the best method reasonably available, and the proceeds of any sale or disposal shall be remitted to the Customer after deduction therefrom of all expenses and all amounts due to the Company from the Customer on any account.

(C) In the case of perishable goods, notice under Condition 78(B) may be combined with a notice under Condition 78(A)

FRUSTRATION OF CONTRACT

- 79.** The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the Customer, including any breach by the Customer of these Conditions, or by storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond the reasonable control of the Company.
- 80.** Each exclusion or limitation in these Conditions exists separately and cumulatively. When reasonably necessary and at the discretion of the Company the Goods may be carried, stored or handled with other compatible goods or transferred between stores. Any notice or statement of account given by the Company to the Customer shall be duly given if left at or sent by first class post to the last known address of the Customer or by facsimile to the last notified number and such notice or account shall if posted be deemed to have been given 2 working days after posting and, if by facsimile, the next working day.
- 81.** All contracts between the Company and the Customer shall be governed in all respect by the Laws of the Republic of Ireland and the Customer hereby submits to the exclusive jurisdiction of the Courts of the Republic of Ireland.
- 82.** All contracts between the Company and the Customer shall be governed in all respect by the Laws of the Republic of Ireland and the Customer hereby submits to the exclusive jurisdiction of the Courts of the Republic of Ireland.