

TRADING TERMS AND CONDITIONS MFA Logistics Limited

1. All and any business undertaken by MFA Logistics Limited and or any of its trading divisions (hereinafter called "MFA") is transacted subject to the conditions hereinafter set out each of which shall be deemed to be incorporated in and to be a condition of any agreement between MFA and its Customers. MFA only deals with goods subject to these conditions. No agent or employee of MFA has MFA's authority to alter or vary these conditions.
2. Customers entering into transactions of any kind with MFA expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
3. If any legislation is compulsorily applicable to any business undertaken by MFA, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by MFA of any rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
4. MFA undertakes, subject to payment of MFA's charges in accordance with rates notified to the customer from time to time, to transport the Customer's goods and/or documents between destinations agreed between MFA and the Customer. Any business accepted by MFA may in its absolute discretion be performed in whole or in part by its agents or sub-contractors on such terms and conditions as such agents of sub-contractors may stipulate. MFA reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the Customer's goods or documents, including the right to transport Customers goods or documents on owner's risk terms.
5. Advice and information, in whatever form it may be given, is provided by MFA for the Customer only and the Customer shall indemnify MFA against any liability, claim, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by MFA is provided gratuitously and without liability.
6. Pending forwarding or delivery, goods may be warehoused or otherwise held at any place at the sole discretion of MFA and the cost thereof shall be for the account of the Customer
7. Quotations are given by MFA in all cases and may be given in writing, orally, by facsimile or any other method of communication. Quotations are given on the basis on immediate acceptance and subject to the right of withdrawal or revision of any charges applicable to the goods. Quotations and charges will be subject to revision accordingly with or without notice. In the exceptional event of a quotation not being given by MFA in relation to any particular business, MFA shall be entitled to charge fees for work done at a rate determined by reference to the current level of charges levied by MFA for similar work.

8. Except where MFA is engaged to package Goods on the Customer's behalf, the Customer warrants that all goods or documents consigned with MFA are to be transported in the condition in which they are handed to MFA. The Customer shall be responsible for packing and addressing goods or documents and warrants that they have been properly and sufficiently packed and addressed. Without prejudice to the generality of the foregoing, MFA reserves the right to refuse to transport goods or documents which in its sole opinion, are insufficiently or improperly packed or addressed.

9. MFA reserves the right to check weigh any consignment and if necessary apply volumetric calculations.

10. MFA reserves the right to inspect goods or documents accepted for transportation to ensure that all such goods or documents are capable of transportation to the country of destination within the standard operating procedures, customs declarations and handling methods of MFA. In making this reservation MFA does not warrant that any particular item to be transported is capable of transportation without infringing the law of any country or state from, to or through which the item may be carried.

11. The Customer shall be liable for any duties, taxes, imports, levies, deposits or outlays of any kind levied by the authority at any port in any place for, or in connection with the goods or documents and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by MFA in connection therewith.

12. The Customer shall be bound by and warrants the accuracy of all descriptions values and particulars furnished to MFA for customs, consular and other purposes and it undertakes to indemnify MFA against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission in relation thereto, even if such inaccuracy or omission is not due to any negligence on the part of the Customer, its servants or agents.

13. When goods or documents are accepted or dealt with upon instructions to collect freight duties charged or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

14. The Customer acknowledges and agrees that MFA Logistics shall not be under any obligation to offer to insure any Goods or to effect a separate policy of insurance in relation to each individual Order

15. The Customer undertakes that no claim shall be made against any Director, Servant, or Employee of MFA 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 MFA against all consequences thereof

16. MFA shall not be obliged to make any declaration for the purpose of any statute or contract as to the nature or value of any goods or as to any special interest in delivery, unless required by law or expressly instructed by the Customer in writing.

17. If in the opinion of MFA any goods or documents cannot be delivered because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee on the agreed delivery date or for any other reason than (a) in the case of perishable goods MFA may forthwith sell or dispose of them without notice to the Customer (b) in the case of non-perishable goods and documents MFA may after giving 21 days written notice to the Customer of intention to do so, sell or dispose of them and all charges and expenses arising in connection with the storage, sale or disposal of such goods or documents shall be paid by the Customer and any proceeds of sale after deduction of all such charge and expense shall be paid to the Customer

18. MFA will not transport any noxious, dangerous, hazardous, inflammable or explosive goods or any likely to cause damage (including goods likely to harbour or encourage vermin or other pests), bullion coins, currency, stamps, negotiable instruments, securities in bearer form, precious stones, metals, jewellery, antiques, works of art, livestock, plants or other valuables. Should any Customer nevertheless deliver any such goods to MFA or cause MFA to handle or deal with such goods, MFA shall be under no liability to the Customer in respect of such goods and the Customer shall be liable for and indemnify MFA against all penalties, claims, damages and expenses whatsoever arising in connection therewith and MFA may deal with them as in its sole discretion sees fit.

19. Payments of all sums due to MFA shall be made within 30 days of delivery of an invoice to the Customer and in default of payment MFA reserves the right to charge interest on the amount outstanding at the rate of 2% per month. All sums shall be paid to MFA in cash when due without deduction and payment shall not be withheld or deferred on account of any claim, counter claim or set off.

20 All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or for any particular or general balance or other monies due from the Customer or the Sender, Consignee or Owner to MFA. If any monies due to MFA are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of MFA and at the expense of such person, and the proceeds applied in or towards satisfaction of such indebtedness.

21.

(i) MFA shall only be responsible for the goods whilst they are in the actual custody and under its actual control and MFA shall not be liable for loss of or damage to goods or failure to deliver the goods unless it is proved that such loss or damage or failure to deliver the goods occurred whilst the goods were in the actual custody of MFA and under its actual control and that such loss or damage or failure to deliver the goods was due to the wilful neglect or default of MFA or its own servants.

(ii) MFA shall only be liable for any non-compliance or miscompliance with the instructions given to it if it is proved that the same was caused by the wilful neglect or default of MFA or its own servants.

(iii) Save as aforesaid MFA shall be under no liability in connection with the goods or instructions given to it.

(iv) Further and without prejudice to the generality of the preceding subcondition, MFA shall not in any event be under any liability for any delay or consequential loss or loss of market, however caused nor for any loss, damage or expense arising from or in any way connected with the marks, weights, numbers, brands, contents, quality or description of any goods however caused.

22. In no case shall any liability of MFA howsoever arising and notwithstanding that the circumstances or cause of loss or damage may be unexplained exceed the value of the goods or a sum at the rate of £100 per tonne of 1000kgs only on the gross weight of the goods, whichever shall be the lesser.

23. In any event MFA shall be discharged from all liabilities: -

(a) for loss from a package or an unpacked consignment or for damage, deviation or misdelivery (however caused), unless notice be received in writing within seven days after the end of the transit where the transit ends in the British Isles or within fourteen days after the end of the transit where the transit ends at any place outside the British Isles.

(b) for loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment (however caused), unless notice be received in writing within twenty eight days of the date when the goods should have been delivered.

(c) where liability for General Average arises in connection with the goods, the Customer shall promptly provide security to MFA or to any other party designated by MFA in a form acceptable to MFA.

24. The Customer shall be liable for all losses, damages, expenses and fines arising as a result of its failure to comply with its obligation under these conditions or as a result of its negligence and shall indemnify MFA against all Losses, damages, expense and fines whatsoever whether direct or consequential arising from such failure or negligence. If MFA agrees in writing to carry out specific instruction relating to goods or documents, the Customer shall indemnify MFA against all losses, damages expenses and fines whatsoever whether direct or consequential and however arising from or in connection with such instructions.

25. Without prejudice to Condition 2 MFA shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the Sender and/or Consignee and/or Owner of the goods.

26. In addition to and without prejudice in the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation of the goods, and in particular the Customer shall indemnify the Company in respect of any liability it may be under to any servant, agent or sub-contractor, or any haulier, carrier, warehouseman, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any Sender, Consignee or Owner of the goods or by any person interested in the goods or by any other person whatsoever.

27. All agreements between MFA and its Customers shall be governed by English Law and the Customer hereby irrevocable submits to the jurisdiction of the High Court Justice in England