

All business is undertaken subject to Worldwide Logistics Group UK terms and conditions

UNITED KINGDOM WAREHOUSING ASSOCIATION CONTRACT CONDITIONS FOR LOGISTICS SOLE CONDITIONS

UK WWL Ltd ,also trading as Worldwide Logistics Group UK, ("the Company") is a member of the United Kingdom Warehousing Association (formerly the National Association of Warehouse Keepers), is not a common carrier, and undertakes all services subject solely to the following Conditions which can be varied only in writing by a Director, Company Secretary or Partner of the Company. If a Customer's acceptance document, purchase order or other documentation, received by the Company before or after notification of these Conditions, contains terms or conditions additional to, or at variance with these Conditions, then every such additional or varying term or condition shall be of no effect.

Worldwide Logistics Group UK undertakes logistics and storage services under the following terms and conditions:

- RHA Terms and Conditions of Storage 2009
- RHA Terms and Conditions of Carriage 2009
- BIFA 2005A and CMR terms

#### 1. Insurance

- 1.1 All transactions are undertaken in accordance with the Road Haulage Association's Terms and Conditions of Carriage and Storage, version: 2009 Edition. A full version of the RHA terms document is available on our website and hard copies are available upon request. Our Goods in Transit (GIT) liability for all UK road movements is subject to RHA terms which limits the liability to £1.30GBP per kilo. Our liability for all UK warehousing claims is subject to RHA which limits the liability to £100.00 GBP per tonne.
- 1.2 Insurance claims must be formalised in writing through an 'Intent to Claim' within 24 hours of delivery to <a href="mailto:claims@wwllmail.com">claims@wwllmail.com</a> to be eligible for the claim to progress.
- 1.3 Worldwide Logistics Group UK has a £50 excess in place for any goods in transit or goods in storage insurance claim.



- 1.4 Worldwide Logistics Group UK, at its own discretion, can offer enhanced G.I.T. insurance cover with increased liability of £10.00 GBP per kilo for an annual premium of £200. Please ask our sales team for more details. We also offer bespoke quotations for high value consignments.
- 1.5 The Company does not insure the Goods and the Customer shall self-insure or make arrangements to cover the Goods against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the Company being excluded.

We are unable to provide cover for certain product shipments such as certain types of glass, personal effects, bullion, cash etc.We are more than happy to provide bespoke insurance quotes on request.

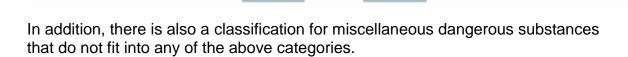
- 1.6 In line with RHA terms and conditions, we do not insure customers for consequential loss. We accept goods for carriage under a contract of best endeavour. Under no circumstances shall we be liable in the event of consequential loss, special damages or other indirect loss, however arising. Please refer to RHA Conditions of Carriage for details.
- 1.7 Subcontracted loads are based on RHA terms only.
- 1.8 Failure to present freight correctly in accordance with our Terms and Conditions, may result in an insurance claim being rejected.
- 1.9 In no case shall the Company be liable for any lost profit, income or savings, wasted expenditure, or indirect or consequential loss.
- 1.10 Our liability in all European movements is subject to CMR which limits the liability to 8.33 SDRs per kilo plus pro-rata freight costs. Please be advised that CMR convention does not apply to, amongst other items, furniture removals. A full list can be found on the BIFA website.
- 1.11. In the case of air or sea freight movements importing/exporting outside of the EU, BIFA liability applies, which is 2SDRs per kilo plus pro-rata freight costs. The rate of exchange for the SDR (also known as XDR) fluctuates daily and we suggest www.xe.com to obtain current rates.

## 2. Hazardous Freight



For consignments that are classified as hazardous under ADR regulations, we require a DGN (dangerous goods note appropriate for the mode of travel) and MSDS (Material safety data sheet) prior to shipment. Failure to provide this may lead to short shipping or failure to ship.

- 2.1 The United Nations identifies the following goods as dangerous:
- Explosives
- Gases
- Flammable liquids
- Flammable solids
- Oxidisers
- Organic peroxides
- Toxic substances
- Infectious substances
- Radioactive material
- Corrosive substances



- 2.2 For consignments that are classified under ADR regulations, we require the product name, UN number, Class, Packing Group, Type and number of receptacles (inners and outers) entered onto our portal at the time of booking.
- 2.3 Packaging of goods is the responsibility of the consignor this includes all inner and outer containers cartons and the labelling identifying the goods as hazardous. Worldwide Logistics Group UK accepts no responsibility for any goods that are packaged or labelled incorrectly and are delayed or incur additional costs as a result. Any such costs will be the responsibility of the consignor to cover. Any costs incurred due to damage or a spillage, as a result of poorly presented or unsecured freight, will be chargeable to the consignor.



- 2.4 Where canisters of compressed gas are being shipped every individual canister must be fitted with a valve cover prior to collection.
- 2.5 For any shipments that leave the UK mainland a Dangerous Goods Note (DGN) must be provided. It is the responsibility of the consignor to provide this document. Any shipments that require movement by boat are subject to the International Maritime Dangerous Goods Code (IMDG) and a DGN forms part of this requirement. Countries Worldwide Logistics Group UK regularly ships to via boat include but not restricted to:
- Northern Ireland
- Republic of Ireland
- Isle of Wight
- Isle of Man
- Scottish Isles e.g. Orkneys and Hebrides
- EU Countries
  - 2.6 Any shipments that are leaving the UK mainland must have only a single hazardous substance per pallet. That is to say, only one single UN number can be packed on one pallet.
  - 2.7 Any hazardous shipment being moved by plane is subject to the regulations laid out by the International Air Transport Association (IATA)
  - 2.8 Hazardous goods can only be moved if they are packed and labelled appropriately and travel with the appropriate documentation. It is the responsibility of the individual or company sending the goods (the consignor) to ensure that the goods are packed and labelled accurately.
  - 2.9 There will packing restrictions that need to followed, please ensure all packages have been packed to the required specification.
  - 2.10 Worldwide Logistics Group UK is happy to store certain types of hazardous freight.
  - 2.11 Our availability of space will additionally be dependent on what other types of hazardous materials we currently have in store.



2.12 Additional time must be given to requests for hazardous storage.

#### 3. Customer Accounts

- 3.1 Tariffs are issued by management.
- 3.2 Customer accounts are continually monitored through a credit reference bureau. Any adjustment will be communicated following a review. We reserve the right to remove a credit facility if a company's credit rating changes.
- 3.3 Inactive accounts will be assessed through our obsoleting process.
- 3.4 It is the responsibility of the customer to notify us in writing of any change to the agreed trading account following the completion of the initial account set up. This includes keeping all contact details up to date by emailing <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a>

# 4. Payment Terms

- 4.1 Credit is granted on the strength of robust credit check procedures. If granted, standard terms are 30 days from invoice date, unless otherwise agreed. If no credit facility is granted, payment will be required prior to uplift of freight. In addition, any payments made to HMRC on a customer's behalf will be invoiced on immediate payment terms.
- 4.2 Cash up front consignments will require cleared funds in our account prior to collection.
- 4.3 Failure to keep to the agreed terms may result in your account being suspended. Once the account is up to date, it will take a minimum of one full working day prior to any freight being collected.

# 5. Fuel Surcharge

5.1. We reserve the right to apply a variable fuel surcharge to the consignment price of the freight distributed. Worldwide Logistics Group UK surcharge is activated when our fuel payments go above 100p per litre at the rate of 0.5% per pence. As an example, this means that a price of 102p attracts a surcharge of 1%.

# 6. Cancellation Charges

6.1 We reserve the right to apply reasonable cancellation charges at our discretion in accordance with our Domestic Distribution Specific Trading Terms. All jobs must be cancelled in writing to <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a> with <a href="mailto:ukops@wwllmail.com">ukops@wwllmail.com</a> cc'd. We reserve the right to apply reasonable cancellation charges, at our discretion.



# 7. Proof of Delivery

- 7.1 PODs are available on request.
- 7.2 We do not accept that non-provision of a proof of delivery provides a reason to withhold payment of our freight invoice and all our invoices are due for payment within the allotted terms.
- 7.3 Any POD requests should be emailed to uksales@wwllmail.com

# 8. Quoted Rates and Validity

- 8.1 Please note that all quotes issued are valid for one calendar month unless otherwise stated.
- 8.2 If you are provided with a quote, the quote is required to be send to the operations team if not booked through the sales team. Failure to add this information may result in your consignment being charged a tariff rate.

#### 9. Invoice Queries

9.1 All invoice queries must be directed to <a href="mailto:ukaccounts@wwllmail.com">ukaccounts@wwllmail.com</a> and raised within 10 days of date of invoice. Queries will be acknowledged within 24 hours and we aim to resolve them within 7 working days. Payment of invoices cannot be delayed by queries lodged with Worldwide Logistics Group UK or otherwise. All invoices should be paid in line with agreed credit terms.

#### 10. Container Port Collections

10.1 Unless told otherwise, we will assume that 7 days free time applies to all import containers from time of arrival to demurrage charging. We accept no responsibility for any such charges incurred as these are classed as consequential loss.

## 11. Freight Presentation

Please note the following minimum requirements for freight presentation. Worldwide Logistics Group UK reserve the right to stop any shipment where the freight presentation appears unsuitable for road transport. Pallets that appear unstable maybe decked and reworked at a cost to the customer. It will be the driver's discretion to refuse any freight deemed unsafe to travel. The freight will be refused loading and you will be contacted by our Operations Team.

## 11.1. Wrapping



Freight needs to be securely attached to the pallet. Goods should be wrapped securely on all sides and across the top, so the goods are completely sealed with sufficient layers to prevent goods moving independently of the pallet.



All non-stackable freight is required to be identified by a pallet cone and a non-stackable label placed on the front of the pallet. Pallet Cones are available for purchase for fragile and non-stack freight. Please contact <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a> for price and availability.

# 11.2. Labelling

All pallets must be labelled clearly on one short side near the base of the pallet using a label generated from the online booking platform.

The label must be placed on the pallet in a position which is clearly visible when the trailer curtains are opened. This must be in the centre, 30 cm from the pallet base.

Example of Labelling Position on a Pallet



Care must be taken to ensure that labels are strongly attached to items such as cases and drums.



Freight that cannot be identified by a correct label will be held back due to insufficient information which will affect our ability to deliver on time. Worldwide Logistics Group UK will not accept responsibility for incorrect or inadequately labelled pallets. Ensure all labels are firmly fixed to the pallets.

Worldwide Logistics Group UK accepts no responsibility for any delays or charges arising from customers labelling their freight incorrectly.

#### 11.3 Customer Label Printers

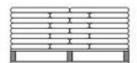
Where appropriate Worldwide Logistics Group UK will install Zebra label printers into customers' premises. The use of these printers will be agreed in writing through a separate policy document. Customers are responsible for printing and labelling their pallets accurately.

Where a customer with an implant printer fails to inform Worldwide Logistics Group UK of any amendments or cancellations as set out within this document, we reserve the right to charge an administration fee with a minimum of £10 per pallet.

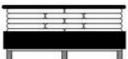
Additional labels can be requested by emailing uksales@wwllmail.com

# 11.4 Bagged Product

- Product must not overhang the base dimensions of the pallet
- Must be guarded with cardboard shield 500mm up from the base of the pallet
- Must be protected with a cardboard layer card on the top of the pallet
- And be securely wrapped to the wooden pallet



**Insufficient Protection** 



Correctly Protected Bagged Product

11.5 Bottled Product



- Each layer of bottles must sit in a tray to restrict lateral movement.
- A layer of cardboard must be used to separate each layer of product.
- Sufficient wrap must be applied to ensure that the bottles cannot move or 'bulge' during transport. This is a minimum of 5 – 6 layers.
- Pallets that appear unstable maybe decked and reworked at a cost to the customer.

#### 11.6 Hazardous Drums

All drums must be secured to the pallet. Below is an image demonstrating the correct procedures for securing drums in place with banding. Alternatively shrink wrap can be used to secure the drums to the pallet but ensure the wrap goes around the base of the pallet and drums.



Any freight which is deemed unsafe, will be checked and a charge will be incurred for securing the freight correctly.

## 11.7 Sharp Items/Wire Products

Any sharp items or wire products (e.g. barbed wire) must be shipped with sufficient protective packaging to ensure that the goods cannot come loose or cause damage to the surrounding pallets or vehicles.

Additional banding, plastic, cardboard or any other suitable covers should be used to eliminate the risk of damage to other surrounding pallets or vehicles and keep the product secured to the pallet.



All freight should remain inside of the footprint of the pallet base to avoid unnecessary damage. Should damage occur, and evidence proves it was down to the lack of packaging, the customer could be held liable for any associated costs.

# 11.8 Pallet Quality

All freight must be loaded onto good quality 4-way pallets. Please ensure that the quality of the pallets used is adequate for the weight of the goods being loaded. High weight loads, greater than 500 kg per pallet, require high quality 4-way wooden pallets.

# 11.9 Pallet Weights

All pallet weights manifested online are required to be accurate. The weight of the pallet affects many factors of planning but most importantly the health & safety of whoever handles the pallet.

Worldwide Logistics Group UK, shall not be obliged, to verify or to check weights and dimensions. If any ambiguities come to the notice, Worldwide Logistics Group UK shall clarify as soon as possible with the customer.

Any pallet to be delivered by tail lift must not exceed 750kg. For pallets over 750kg but no more than 1000kg there will be an additional charge for lift assist. Where a small vehicle (SV – 7.5T) is required, maximum tail lifted weight is restricted to 750kgs. Please contact <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a> for more information for pallets exceeding the above.

# 11.10 Palletline Network Freight Specifications

Any pallet travelling through the Palletline network must conform to the parameters below or will be liable for additional charges.

The maximum pallet dimensions for a tail lift/lift assist delivery is 1.2m x 1.2m x 2.2m.

## **Palletline Freight Definitions**

Туре	Max Dimensions	Max Weight	Comment
Full	1.2m x 1.2m x (2.2m tall)	1200kg	Standard



Туре	Max Dimensions	Max Weight	Comment
Oversized	2.4m x 1.2m x (2.2m tall)	2000kg	2 space
Half	1.2m x 1.0m x (1.0m tall)	500kg	Stackable
Quarter	1.2m x 1.0m x (0.6m tall)	250kg	Stackable
European Full	1.2m x 1.2m x (2.2m tall)	1000kgs	Standard

# 11.11 Hazchem Network Freight Specifications

Any pallets travelling through the Hazchem network must conform to the parameters below or will be liable for additional charges.

# **Hazchem Freight Definitions**

Туре	Max Dimensions	>Max Weight Comment
Full	1.2m x 1.2m x (2.2m tall)	1250kg Standard
Oversized	2.4m x 1.2m x (2.2m tall)	2000kg 2 space
Half	1.2m x 1.0m x (1.0m tall)	500kg Stackable

Any parcels travelling through the Hazchem network must confirm to the parameters below or will be liable for additional charges.

# Max Weight = 25kg per parcel

Footprint =  $0.4m \times 0.4m \times 0.4m^*$ 

\*one dimension can exceed so long as total <120cms

# 12. Data Protection



**Definitions** 

**Agreed Purposes**: the performance of the contract by both parties.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation**: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation

- any data protection legislation from time to time in force in the UK including the Data
   Protection Act 2018 or any successor legislation, as well as
- the General Data Protection Regulation ((EU) 2016/679) and any other directly
  applicable European Union regulation relating to data protection and privacy (for so
  long as and to the extent that the law of the European Union has legal effect in the
  UK).

**Permitted Recipients**: The parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.

**Services**: the logistics and storage services provided by us to you.

**Shared Personal Data**: the personal data to be shared between the parties under clause 12.1 of this agreement. Shared Personal Data shall include, but shall not be limited to, the following categories of information relevant to the following categories of data subject:

- Names;
- Geographical and email addresses; and
- Home and mobile telephone numbers.
  - 12.1 Shared Personal Data.



This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

12.2 Effect of non-compliance with Data Protection Legislation.

Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

- 12.3 Particular obligations relating to data sharing.Each party shall:
- ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- process the Shared Personal Data only for the Agreed Purposes;
- not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- ensure that all Permitted Recipients are subject to written contractual obligations
  concerning the Shared Personal Data (including obligations of confidentiality) which
  are no less onerous than those imposed by this agreement;



- ensure that it has in place appropriate technical and organisational measures,
   reviewed and approved by the other party, to protect against unauthorised or unlawful
   processing of personal data and against accidental loss or destruction of, or damage
   to, personal data.
- not transfer any personal data received from the Data Discloser outside the EEA unless the transfer or:
  - complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
     ensures that
  - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR;
  - o (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or
  - (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

#### 12.4 Mutual assistance

Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- consult with the other party about any notices given to data subjects in relation to the Shared Personal Data:
- promptly inform the other party about the receipt of any data subject access request;
- provide the other party with reasonable assistance in complying with any data subject access request;



- not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- assist the other party, at the cost of the other party, in responding to any request from
  a data subject and in ensuring compliance with its obligations under the Data
  Protection Legislation with respect to security, breach notifications, impact
  assessments and consultations with supervisory authorities or regulators;
- notify the other party without undue delay on becoming aware of any breach of the
   Data Protection Legislation;
- at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the other party or the other party's designated auditor; and
- provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

## 12.5 Indemnity



You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with the breach of the Data Protection Legislation by you.

# 12.6 Sub-processing

In the event that we are deemed to be a data processor, and, for any reason whatsoever, we are required to sub-contract the Services to a sub-contractor, you consent to us forwarding the Shared Personal Data to a sub-contractor for sub-processing. For the avoidance of doubt, sub-contractors shall form a class of sub-processors.

**Domestic Distribution Specific Trading Terms** 

# 13. Booking & Cut Off Times

- 13.1 Standard Cut Off Times for Freight Collections
- For non-hazardous consignments of 1-10 pallets customers on standard terms have until 1200hrs on the day of collection to book (excluding any special arrangements e.g. ERTs).
- For non-hazardous consignments of 11-26 pallets customers on standard terms have until 1000hrs on the day of collection to book (excluding any special arrangements e.g. ERTs).
- For all hazardous consignments, customers on standard terms have until 1700hrs on the day prior to collection to book (excluding any special arrangements e.g. ERTs).

# 13.2 Amazon via Haulage

 Consignments of 1-15 pallets for an Amazon depot on the network consolidation list will go through the network.



- Consignments of 16-26 pallets for an Amazon depot can be moved either via the network or haulage.
  - 13.3 Consignments uploaded after the cut-off, will require a telephone call to our traffic office to confirm collection availability. We may be able to collect but we cannot guarantee next day delivery.
  - 13.4 For all consignments uploaded after the cut-off and same day collection has not been confirmed, the collection date will be amended to the following day. The service level will be adjusted to meet the delivery date at customer cost.
  - 13.5 Due to special requirements, for bookings to Boots SSC Nottingham and Tesco RDCs, please contact the Business Support Team for advice on how to book. Email: uksales@wwllmail.com

#### 13.6 ERTS Collections

All ERTS collections must be booked by 1200hrs the day prior to collection. Please note, for those customers that are an ERTS facility themselves, this does not apply to collections made from your own site. It does however apply to any freight you are requesting we collect from another ERTS.

All pallets must be clearly labelled with the correct UCN (marker pen on shrink wrap will not suffice). Failure to do so will result in the driver being unable to collect the pallet and wasted collection charges being applied. Wasted collection charges are applied per consignment and not per vehicle.

All freight has been customs cleared, all charges paid (including pallet charges and any applicable rent) and released to Worldwide Logistics Group UK badge code GFU prior to booking. Given the nature of the collection points it is not feasible for us to inform you of incorrectly processed consignments whilst the vehicle is still on site. Failed collections will result in failed collection charges being applied. Any freight that is not cleared and released to our badge code FET by 12 noon on the day prior to collection will incur a £5 per consignment charge.

When booking, the correct UCN must be entered into the relevant field on eTransport. Should the UCN apply to multiple delivery locations please preadvise uksales@wwllmail.com

# 14. Away Collections (3rd Party Collections)



Freight collections for 1-3 pallets outside of the IP postcode and away from your site will need to be booked online by **1130hrs** for same day collections, Monday – Friday.

For shipments for 4+ pallets and all ADR / Hazardous freight collections outside the IP postcode must be booked by **1200hrs** (noon) the day prior to collection.

## 15. Freight Collection Window

Our standard collection window is within 0900 – 1700hrs unless otherwise specified. Goods need to be available for collection at any point during this window but no later than 1200hrs (noon). Waiting time is limited to 15 minutes following which we reserve the right to withdraw our vehicle.

We do not offer a timed collection service. A wasted charge will be applied if the freight is not ready when our vehicle arrives to collect the booked freight. Wasted charges are applied per consignment and not per vehicle.

Collection Manifests are signed for the number of pallets and not specific pallets.

Please note that we do not offer a pallet exchange service.

# 16. Freight Delivery Window

Our standard delivery window is within 0900 – 1700hrs unless otherwise specified or booked. Customers should ensure that there is someone on site to receive the goods. If no-one is available to sign for the goods, we reserve the right to return them to our depot. Any redelivery following such action would be charged to the customer.

Where roads are closed or no access available, we reserve the right to return the goods to our depot and redeliver on another occasion. Where Worldwide Logistics Group UK is not at fault for the delivery failing there will be a charge for the redelivery.

## 17. Nature of Delivery

#### 17.1 Kerb Side

All deliveries are to kerb side only unless prearranged before collection. Any additional requirements may incur additional charges and must be confirmed in writing by Worldwide Logistics Group UK. When a handball service has been booked, this is also to kerb side unless otherwise agreed in writing prior to collection. In all instances the driver has the final say as to whether a delivery is safe and possible in the location, they find themselves delivering to.



## 17.2 Tail Lift Deliveries

- 17.2.1 All network deliveries have the option to be booked with a tail lift delivery surcharge.
- 17.2.2 Where it is safe to do so the driver will use the tail lift to unload the goods and make a kerb side delivery.
- 17.2.3 Tail lift deliveries must be on flat ground which can have a pump truck moved easily over it.
- 17.2.4 Tail lift deliveries can be made on all pallets not exceeding 1.2 x 1.0 x 2.2m and 1000kg in weight.
- 17.2.5 Where a small vehicle is requested tail lift deliveries can only be made on pallets not exceeding 1.2 x 1.0 x 2.2 and 750kg in weight. Please note a small vehicle (7.5T) maximum weight is 2250kgs and 10 pallet spaces.
- 17.2.6 In all instances the driver has the final say as to whether a tail lift delivery is safe and possible in the location, they find themselves delivering to.

## 17.3 Network Handball Deliveries

- 17.3.1 Where a delivery point does not have a forklift and a tail lift cannot be used the following 'handball' delivery can be completed if the parameters below are not exceeded. Handball must be requested at the time of booking and cannot be requested once the shipment has reached the delivery point.
- 17.3.2 Cartons must be no more than 25kg in weight and the total weight of the pallet cannot exceed 1000kg. Where the goods are not cartons it is the driver's discretion as to whether he can unload them safely.
- 17.3.3 The goods only be unloaded to the side of the vehicle and no further. The pallet and all packaging will be left with the goods and cannot be removed by the driver.
- 17.3.4 For consignments made up of multiple pallets written confirmation that a handball delivery will be made must be sought prior to booking. Failure to do so will result in the goods being taken back to the delivery depot where redelivery charges will then be applied.

Consignments over 1000kg are not suitable to be handballed due to current H&S legislation.



Any consignments larger than 1 plt that require handball must be agreed prior to transit in writing to <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a>

## 17.4 Advanced Notice of Delivery

Should you require a call to the delivery point prior to delivery please ensure that all contact details have been included at the time of booking (in the delivery instruction box).

Please note that, given the nature of our delivery process, this will be done on a best endeavours basis and we cannot guarantee that the driver will be in a position to call ahead of delivery. Where a mobile number is entered in the correct booking field, a text will be sent to confirm that the freight has been loaded on the delivery vehicle.

# 17.5 Specific Rates

If the specific surcharge box is not ticked and goods are shipped by an alternative method to the one discussed and / or quoted any quoted rate will be invalidated.

## 17.6 Service Levels

Each shipment method has its own unique service levels and it is the customer's responsibility to select the appropriate level when booking. Below are examples of different levels available, but if in doubt please contact us at <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a> to ascertain the correct service level. All delivery service levels exclude Saturday, Sunday and Bank Holidays unless agreed and confirmed in writing by Worldwide Logistics Group UK.

In the event that freight is delayed, then the delivery date will be moved to the next working day and the service level amended. A courier can be requested, however, this will be on a case by case basis.

Where freight has to be couriered, we will endeavour to procure the appropriate transportation. However, there will be times that, due to excessive demand, this transportation may not be available. Worldwide Logistics Group UK will not be responsible for any charges incurred by a customer organising their own courier, unless agreed in advance.

Worldwide Logistics Group UK will investigate the circumstances leading to the requirement and will rule on liability once the investigation has been completed. This decision will be final.

#### For deliveries made via the Palletline network



Service Level	Collection Day	Delivery Day
A – Next Day	1	2
B – 48 Hour Economy	1	2 or 3
C – 72 Hour Economy	1	2, 3 or 4
D – Saturday AM	1	2

Please note that economy deliveries through the Palletline network are eligible for delivery on any day (2, 3 or 4) the choice of which is at the discretion of the delivery depot. If delivery dates are fixed, we reserve the right to charge next day rates as the flexibility of an economy shipment has been removed.

## For deliveries made via the Hazchem network

Service Level	Collection Day	Delivery Day
A – Next Day	1	2
B – 48 Hour Economy	1	2 or 3

Please note that economy deliveries through the Hazchem network are eligible for delivery on any day (2 or 3) the choice of which is at the discretion of the delivery depot. If delivery dates are fixed, we reserve the right to charge next day rates as the flexibility of an economy shipment has been removed.

The Hazchem network can carry up to 5 pallets through the standard booking process. For 6 or more pallets the delivery depot must consent to completing the final leg of the shipment. For this reason, Worldwide Logistics Group UK reserves the right to alter the delivery date on large consignments. If this happens the customer will be promptly informed.

The following points apply to all shipments made through the Hazchem network:

The following classes can be carried:



Class 2 Compressed Gases



(Cylinders)



- Class 3 Flammable Liquids
- Class 4 Flammable Solids [Excl. 4.1 with class explosive secondary



Class 5.1 & 5.2 Oxidizing Agents [Excl. 5.2 temp controlled / with class 1



secondary hazard]

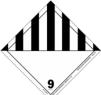


Class 6.1 Toxic Products



Class 8 Corrosive Products





- o Class 9 Miscellaneous (Inc. Environmental Hazardous Material)
- Class X Industrial Goods / Non Hazardous

Class 6.2 Biologically Infectious Products

- o Class Z Aerosols / ADR Parcels / Mixed ADR on a pallet
- The following classes CANNOT be carried:
  - Food Products [unless under 'ADR' scope e.g. Ethanol Spirit]
     Waste Products
     Class 1 Explosive Materials



- o Class 7 Radioactive Products ['EX' excepted quantities allowed]
- Non-networkable products (i.e. Cyanides, HF, et el.) freight that can only be transported direct.

The Dangerous Goods Note (DGN) is a transport document that gives details about the contents of a shipment to carriers, receiving authorities and forwarders and is used to accompany dangerous goods in transit. You can use a DGN when you



transport goods using all forms of transport except air freight, when the IATA Dangerous Goods Declaration (DGD) is used.

Please ensure that the freight is appropriately packed, labelled and the relevant DGN is handed to the driver on collection

- Customers must provide their own paperwork for all shipments and this must conform to DG standards, clearly showing the UN number, Name of Goods, Class, Packing Group, Description of Packaging and Tunnel Code.
- Saturday deliveries are by arrangement only and will require the agreement of the delivery depot concerned.
- Hazardous Parcels will only be delivered during the window of 0900hrs and 1700hrs.
   Timed surcharges are not applicable to these items.
- Where a parcel is booked for a postcode that only has a pallet delivery service goods
  will be sent as a pallet and charged as such. Please refer to our website for our
  service level restrictions.
- All consignments booked for a residential service will require a customer telephone number or the freight will be held up until one is provided.
- A customer telephone number must be provided on booking for all deliveries that require a residential service (RS). Failure to do so, will delay the freight being delivered.

## For hazardous deliveries made by our Groupage or Full Load service

These will be agreed in writing prior to the collection of the goods.

# 18. Amendments to Bookings & Cancellations



18.1 If you require any amendments to any details of booked freight, please email <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a>

- For consignments of 1-10 pallets customers on standard terms have until 1600hrs on the day of collection to amend/cancel (excluding any special arrangements e.g. ERTs).
- For consignments of 11-15 pallets customers on standard terms have until 1400hrs on the day of collection to amend/cancel (excluding any special arrangements e.g. ERTs).
  - 18.2 All cancellations must be made by sending an email to <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a> Amendments will not be accepted in any other format. Where cancellations are made at short notice Worldwide Logistics Group UK reserves the right to apply a cancellation fee.
  - 18.3 Any amendments/cancellations made after the cut off specified above on the day of collection or where notification has not been received, the full consignment charge will be applied
  - 18.4 Dedicated, Full load and ERTS cancellations/amendments are required by 12 noon on the day prior to collection. Worldwide Logistics Group UK reserve the right to apply a full charge for the cancellation, if made after this time.
  - 18.5 Worldwide Logistics Group UK will not accept liability for any customer inputting errors. If you require an amendment to the shipment after booking online, please email <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a>. Once the amendment has been actioned you will receive a confirmation email.

#### 19. ETA Provision

- 19.1 Our office will only provide ETAs for goods booked with a specific delivery time.
- 19.2 Our office will not provide ETAs for goods booked on an open 0900 1700hrs delivery window on request.
- 19.3 Any information given will be "estimated" and cannot encompass unforeseen circumstances such as congestion or road works.



19.4 ETA requests are required to be sent to <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a>.

## 20. POD Provision

We aim to email PODs against consignments within 24hrs of delivery.

# 21. Booking In

Please note that only Economy deliveries can be booked in by Worldwide Logistics Group UK staff. This is a chargeable service as per customer tariffs. If required, customers must book in Next Day deliveries and advise all details when booking.

# 22. Customer Paperwork Usage

If you wish to use your own paperwork as a POD, a copy must be fixed to one of the pallets within the consignment. In addition, a complete copy must be emailed to <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a> by 1700hrs on the day of collection in PDF format. Please ensure our consignment reference is added to the email subject field. No hard copies will be accepted and if the customer paperwork has not been received at the above email address, then our standard paperwork will be used.

#### 23. Customer Contact

We may need to contact customers during the day to discuss deliveries and collections. Customers should be available between the hours of 09:00hrs – 17:00hrs for phone and email contact.

It is the responsibility of the customer to keep all contact details up to date. All changes should be emailed to uksales@wwllmail.com immediately.

## 24. Demurrage

We allow 1.5 hours for loading and unloading dedicated full loads and containers.

We allow 15 minutes for loading and unloading of single pallets and part loads.

After these free periods a charge of £55 per hour or part of will be applied. We reserve the right to move the vehicle on after the free period has ended.

# 25. Health & Safety of Customers and their Clients during Deliveries

Worldwide Logistics Group UK will accept no responsibility for injury to any person during the collection or delivery of goods. No one except Worldwide Logistics Group UK staff should be on the delivery vehicle or any associated part e.g. a tail lift, all other persons should stand well clear.



## 26. AMAZON Deliveries

26.1 Palletline is a preferred delivery service for Amazon and has a consolidation agreement to service all the major fulfilment centres in the UK. The following is intended as additional customer support. It does not replace information provided to customers through Amazon's 'Vendor Central'.

26.2 When Amazon provides the Vendor with a purchase order, a delivery window will be set within which the goods must arrive at the nominated fulfilment centre. Using this PO, the vendor is able to retrieve the ASN / FBA number for the consignment and set an estimated delivery date during the window. Using the service level information above Vendors should book jobs with Worldwide Logistics Group UK so that delivery can be made during the window specified. Please be aware that we will make delivery in line with the booking instructions received and it is the customer's responsibility to book so that delivery to be made during the allocated window. Amazon may raise fines for early and late deliveries which would be deemed consequential loss and therefore not the liability of Worldwide Logistics Group UK.

During peak times Amazon may delay or stop deliveries at their discretion. Worldwide Logistics Group UK will not accept responsibility for any charges issued by Amazon as a result.

- 26.3 When booking jobs Amazon require a specific code for each of its fulfilment centres instead of the postcode thus allowing accurate routing through the Palletline network. These codes are shown below and should be used for all Amazon bookings. The postcode for the delivery point must be put in the main address field.
- 26.4 Due to a consolidated agreement between Amazon and Palletline, **please do not book specific timed deliveries**. Palletline will book the freight to be delivered. Worldwide Logistics Group UK will not accept any liability for failed timed bookings or any costs associated with the failure.
- 26.5 Amazon PO, ASN / FBA references along with the carton and unit count must be entered in the relevant fields when booking each shipment.
- 26.6 In addition to making deliveries to Amazon via Palletline, we are also able to deliver part and full loads on our own vehicles. Typically, these are for consignments that exceed 15 pallets and are delivered directly on our own vehicles. Again, we are able to book shipments in and customers should not book delivery slots themselves unless agreed with Worldwide Logistics Group UK. When booking customers must provide the ASN / FBA reference and the total number of cartons and units being shipped. Direct booking slots can only be requested from Amazon and Worldwide Logistics Group UK cannot control the date or time given to them by Amazon and will



communicate these to customers as soon as they are available. It is the responsibility of the customer to ensure that the given slot falls within the booking window provided by Amazon, Worldwide Logistics Group UK can accept no liability for fines arising from this not occurring.

# Amazon – Palletline Unique Codes

Fulfilment Centre	Code to be entered in the Postcode Field of each booking
AMAZON Birmingham (B24 9QJ)	XUKK
AMAZON Balby/Doncaster (DN4 5JP)	LBA3
AMAZON Bolton (BL5 1BT)	MAN3
AMAZON Bristol (BS35 4GG)	BRS1
AMAZON Chesterfield (S43 4PZ)	MAN4
AMAZON Coalville (LE67 1GQ + LE67 1FB)	BHX2
AMAZON Coventry (CV23 0XF)	PUKA
AMAZON Coventry (CV5 9DQ)	BHX4
AMAZON Crymlyn /Swansea (SA1 8QX)	CWL1
AMAZON Darlington/Durham (DL1 4BF)	MME1
AMAZON Daventry (NN11 8LR)	XBH1



Amazon – Palletline Unique Codes

Fulfilment Centre	Code to be entered in the Postcode Field of each booking
AMAZON Daventry (NN11 8QL)	ВНХ3
AMAZON Derby (DE74 2BB)	EMA1
AMAZON Doncaster (DN4 5JS)	LBA1
AMAZON Doncaster (DN11 0GB)	LBA2
AMAZON Dunfermline (KY11 8ST)	EDI4
AMAZON Dunstable (LU5 4FE)	LTN4
AMAZON Gourock (PA19 1BQ)	GLA1
AMAZON Hemel Hempstead (HP2 7LF)	LTN2
AMAZON Leeds (LS11 59X)	EUKF
AMAZON London (E3 3JG)	LCY1
AMAZON Manchester (M90 5AA)	MAN1
AMAZON Peterborough (PE2 6UG)	EUKA
AMAZON Peterborough (PE2 9EN)	EUK5



Amazon - Palletline Unique Codes

Fulfilment Centre	Code to be entered in the Postcode Field of each booking
AMAZON Small & Light FC – Peterborough (PE2 6TE)	EUKB
AMAZON Radcliffe (M26 3XH)	PUKB
AMAZON Ridgemont/Milton Keynes (MK43 0ZA))	LTN1
AMAZON Rugby (CV23 0XF)	BHX5
AMAZON Rugeley (WS15 1NZ)	BHX1
AMAZON Runcorn (WA7 3BN)	XUKA
AMAZON Tilbury (RM18 7AN)	LCY2
AMAZON Warrington (WA5 3XA)	MAN2
AMAZON Small & Light FC – Widnes (WA8 8YN)	EUKD

# 26.7 AMAZON Freight Presentation

In order for freight to be accepted into Amazon UK FC's it must adhere to the following Amazon specific requirements in addition to those shown above.

- All pallets must be 1.2 x 1.0 x 0.15m four-way access pallets and be ISPM-15 standard.
- Broken or damaged pallets will be rejected.



- No pallet can exceed 1.8m in height from floor to the highest point.
- Pallets must not exceed 1000kg in weight.
- All carton labels must face outwards so labels can be seen.
- If the product is a New Product (NYP) the pallet must be labelled with NYP on a label no smaller than A4.

•	Every pallet must be la	belled with:	TO _		, FR	ROM		,
	PURCHASE ORDERS	·	NO.	OF CARTO	NS _	, N	IO. OF UI	NITS
	These labels m	ust be no sm	aller	than A4.				

# Full Loads

- Maintain at least 30cm between top of pallet loads and roof of the container and 30cm between the back of the container and last layer of pallet loads.
- Amazon can only offload stock from the rear of the vehicle. Ensure all Amazon stock is accessible from the back.

A standard Worldwide Logistics Group UK delivery note will be used for full load deliveries if customer paperwork is not provided.

If you have any questions on Amazon deliveries, please contact us at amazon@wwllmail.com

27. Sainsbury's Deliveries

Please refer to our Best Practice Guide for Consolidated Deliveries into Sainsbury's.

Hoddesdon and Stoke Sainsbury RDCs require their own specific code added into the postcode field when booking. Their actual postcode should be entered within the main address fields.



RDC Code to be entered in the Postcode

Field of each booking

Sainsbury's STOKE STOK

Sainsbury's HODDESDON HODD

Sainsbury's TAMWORTH SAIT

# 28. Deliveries to the Republic of Ireland

Delivery locations within the Republic of Ireland do not have postcodes, when booking these jobs, the following codes need to be entered into the postcode field for all shipments.

Eire County	Code to be entered in the Postcode Field of each booking
CARLOW	CARL
CAVAN	CAVA
CLARE	CLAR
CORK	CORK
DONEGAL	DONE
DUBLIN	DUBL
GALWAY	GALW
KERRY	KERR
KILDARE	KILD



Code to be entered in the Postcode

Eire County	Field of each booking
KILKENNY	KILK
LAOIS	LAOI
LEITRIM	LEIT
LIMERICK	LIME
LONGFORD	LONG
LOUTH	LOUT
MAYO	MAYO
MEATH	MEAT
MOAGHAN	MONA
OFFLAY	OFFA
ROSSCOMMON	ROSC
SLIGO	SLIG
TIPPERARY	TIPP
WATERFORD	WATE
WESTMEATH	WEST



Eire County	Field of each booking
WEXFORD	WEXF
WICKLOW	WICK

## 29. Stand Trailers

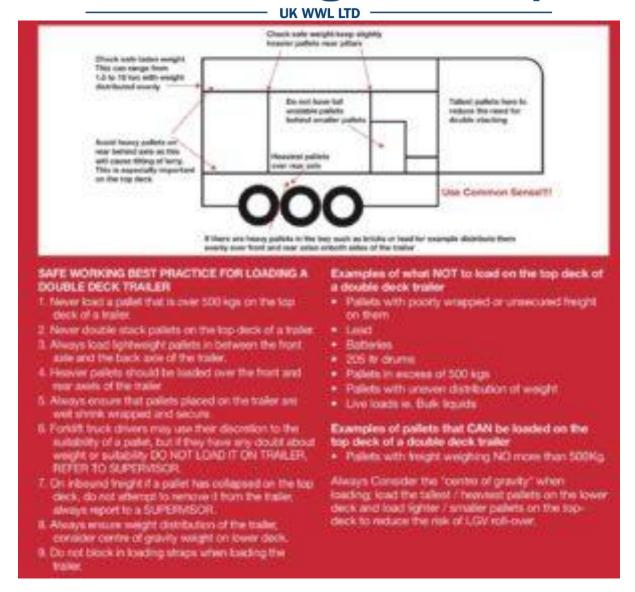
Loading of any stand trailer is the responsibility of the customer before moving any trailer, the driver will check all freight is safely and securely loaded.

If the driver deems any freight not suitability loaded for transit, the customer will be requested to remove, repackage and reload the freight.

We reserve the right to hold trailers on site. Any delays or additional charges incurred as a result, will be chargeable to the customer.



# **Worldwide Logistics Group**



# International Specific Trading Terms

In line with the above General and Domestic Distribution Specific Trading Terms the below applies.

All transactions are undertaken in accordance with BIFA's standard trading conditions, version: 2005A Edition. A full version of the BIFA document is available on our website and hard copies are available on request. Further conditions apply which are detailed below and are in addition to section 1:

## 30. Shipping Instructions



All shipping instructions including terms of sale must be provided to Worldwide Logistics Group UK in a timely fashion. We cannot accept responsibility for delays arising from lack of documentation.

# 31. Palletline European Deliveries

When booking European Palletline network deliveries customers should enter the specific country code below into the postcode field. The actual postcode must still be entered in the field above.

European Country	Code to be entered in the Postcode Field of each booking
Austria	ATEU
Bosnia-Herzegovina	BAEU
Belgium	BEEU
Bulgaria	BGEU
Switzerland	CHEU
Czech Republic	CZEU
Germany	DEEU
Denmark	DKEU
Estonia	EEEU
Spain	ESEU
Finland	FIEU



# **European Country**

# Code to be entered in the Postcode Field of each booking

European Country	Fleid of each booking
France	FREU
Greece	GREU
Croatia	HREU
Hungary	HUEU
Italy	ITEU
Lithuania	LTEU
Luxembourg	LUEU
Latvia	LVEU
Macedonia	MKEU
Netherlands	NLEU
Norway	NOEU
Poland	PLEU
Portugal	PTEU
Romania	ROEU
Serbia	RSEU



European Country	Field of each booking
Sweden	SEEU
Slovenia	SIEU
Slovakia	SKEU

Warehouse Specific Trading Terms

## 32. Conditions of Storage

Worldwide Logistics Group UK operates and stores goods under and in accordance with the Road Haulage Association Terms of Storage 2009.

# 33. Warehouse Pallet Configurations

- 33.1 The standard pallet dimensions for freight stored in our warehouse is 1.2 x 1.0 x 1.4m and 1000kg inclusive of the pallet.
- 33.2 Specific Known Units (SKUs) are chargeable per unit even when more than 1 (one) are stored per pallet.
- 33.3 All pallet configurations must be agreed in writing prior to goods arriving on site.
- We have the ability to work outside of the above criteria but this must be agreed in advance in writing.

# 34. Warehouse Opening Hours

- 34.1 Worldwide Logistics Group UK warehouse is open Monday to Friday between 0900 and 1500hrs for collections and deliveries.
- 34.2 Requests for activity outside of these timings will be considered and should be sent to <a href="mailto:uksales@wwllmail.com">uksales@wwllmail.com</a>

## 35. Receipt of Goods



- 35.1 All bookings for deliveries must be agreed in writing 48hrs before arrival. Failure to do so may result in vehicles being turned away.
- 35.2 Requests for bookings outside of the standard opening hours will be considered. All such requests should be sent to warehouse@wwllmail.com
- 35.3 Vehicles can arrive 30 minutes before their booking and wait on site.
- 35.4 Late arrivals will be given 30 minutes grace (excluding any arrival after 1430hrs). Once this time has expired it unloading will be at the discretion of Worldwide Logistics Group UK.
- 35.5 Container slots are limited per day. Availability is affected by other arrivals and how this freight is presented. Request bookings as early as possible to avoid delays.
- 35.6 At least 24hrs prior to the arrival of goods Worldwide Logistics Group UK must receive all documents identifying the incoming goods these may include (but not exclusively):
- 1. Name of SKU
- 2. Number of pallets
- 3. Number of cartons
- 4. Number of units
- 5. Container number
- 6. Container Seal reference
- 7. Stock code
- 8. Batch reference
- 9. Best before date
- 10. Material Safety Data Sheet (MSDS)



- 35.7 If Worldwide Logistics Group UK does not receive this documentation we will not be held liable for any delays or errors that happen booking the goods into our warehouse.
- 35.8 If any additional work is required to correct issues arising from point 4 this will be fully chargeable to the customer.
- 35.9 Once the goods have been fully booked in customers will be emailed a Goods Received Note (GRN) we endeavour to do this within 24hrs of receipt.

# 36. Despatch of Goods

- 36.1 Picking orders must be placed by 1700hrs the day before despatch is required. Worldwide Logistics Group UK will consider same day despatch but requests must be made first via phone to ascertain if it is possible confirmation will then be provided in writing.
- 36.2 All orders must be sent in the CSV template file that Worldwide Logistics Group UK provide. Orders cannot be processed outside of this method.
- 36.3 Worldwide Logistics Group UK will not be held responsible for delays or errors resulting from customers failing to complete the booking template accurately.
- 36.4 Goods will be despatched in line with the service level document agreed by Worldwide Logistics Group UK and the customer.

## **37. Storage Account**

- 37.1 Worldwide Logistics Group UK will provide all customers with access to their online portal which allows real-time monitoring of stock movements and levels.
- 37.2 All new accounts will be subject to a full credit check process.
- 37.3 All accounts must operate within the RHA's 2009 Conditions of Storage and Worldwide Logistics Group UK specific terms and conditions.
- Worldwide Logistics Group UK reserves the right to put an account on 'stop' at any time if any activity occurs outside of the agreed terms and conditions.

# 38. Worldwide Logistics Group UK Transport



- 38.1 Worldwide Logistics Group UK can provide transport in line with the RHA's 2009 Conditions of Carriage and its own specific terms and conditions.
- 38.2 Shipment information must be communicated via the same CSV file used to book the despatch of goods.
- 38.3 Failure to send the shipping information at the time of booking may cause delays.

# 39. The company's obligations

- 39.1 The Company will provide its services with reasonable skill and care. In the absence of prior written instruction to the Company giving sufficient detail, no particular precautions nor any special treatment need be taken or provided for the Goods.
- 39.2. In the case of bulk Goods, the Company may deal with and/or mix apparently similar goods consigned by or for the Customer without distinguishing between consignments.
- 39.3. In the case of carriage the Company's responsibility for the Goods starts when loading on the vehicle is complete and ends when the Goods are tendered for unloading. In the case of storage and / or processing it starts when they are accepted into store and ends when they are tendered for collection, or the Company becomes aware of the grounds for their removal. Where the Company provides storage and carriage it shall also be responsible for the Goods while they are transferred from its vehicle into its store and vice versa. In the case of forwarding, the Company's responsibility is only to engage or propose apparently competent contractors and to give them adequate instructions in relation to the Goods; and in this case, or where the contract is for advice, it is not responsible for the Goods themselves.
- 39.4. The Company's duty is to the Customer only and not to any third party. Any advice given is for the Customer only. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in engaging contractors to deal with the Goods.

## 40. CUSTOMER'S UNDERTAKINGS

- 40.1 It is either the owner of the Goods, or is authorised by the owner to accept these Conditions on the owner's behalf.
- 40.2 The Goods shall be presented to the Company (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognised standards and best practice and are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury,



damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in any way.

- 40.3 Before the Company assumes any responsibility for or by reference to the Goods, the Customer will inform the Company in writing of any relevant matters; including any special precautions necessitated by the nature, weight or condition of the Goods and any statutory or other duties specific to the Goods with which the Company or others may need to comply; and will promptly after invoicing pay the Company's reasonable extra charges for complying.
- 40.4 It will promptly after invoicing reimburse all duties, taxes and expenses that the Company may be required to pay in respect of the Goods including where the liability to pay them arises due to the fault, other act or omission of the Company or its employees or sub-contractors.
- 40.5 Except to the extent previously notified in detail to, and accepted by, the Company in writing none of the Goods: are hazardous or contaminated; may cause pollution of the environment or harm to human health if they escape from their packaging; require any official consent or licence to handle, possess, deal with or carry; will at any time whilst in the care or control of the Company constitute Waste.
- 40.6 Where the Company is carrying the Goods, the Customer will provide a risk assessment and method statement appropriate for the Goods and any location in which they are being handled. Unless otherwise previously agreed the Customer will provide suitable facilities and equipment for, and will procure, safe and prompt loading and unloading of the Goods. The Customer will pay demurrage at the Company's standard rate if the vehicle is delayed for more than 30 minutes beyond the time reasonably needed for loading or unloading; and demurrage and storage charges if delivery is refused.
- 40.7 It will comply with any reasonable regulations of the Company relating to handling, carriage, storage or forwarding of Goods (and ancillary matters) which are notified in writing from time to time.
- 40.8 Information given by or on its behalf shall be materially correct and complete.
- 40.9 The Customer will indemnify the Company against any loss or damage it suffers as a result of carrying out the Customer's instructions or which is related to any breach of the Customer's obligations, 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 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. If the Company suspects a breach of Condition 2, it may refuse to accept the Goods, demand their immediate removal, or itself arrange their removal without notice, at the Customer's expense.



#### 41 Termination

- 41.1 The Goods shall be removed by the Customer at the time agreed between the parties. The Company may at any time by notice in writing to the Customer require the removal of the Goods within 14 days from the date of such notice or, in the case of perishable goods, within 3 days. 3
- 41.2 Where the Customer fails to comply with Condition 41.1, or any payment from the Customer is overdue, the Company may, without prejudice to its other rights and remedies against the Customer, notify the Customer in writing that the Goods may be sold or otherwise disposed of at the Customer's entire risk and expense if such payment is not made and/or such Goods are not removed within 21 days, or in the case of perishable goods within 3 days, from the date of such notice. On expiry of the period, if such payment has not been made and/or the Goods have not been so removed the Company may sell or otherwise dispose of the Goods or any part at the Customer's entire risk and expense by an appropriate method, and any proceeds of sale or disposal shall be remitted to the Customer after deduction of all expenses and all amounts claimed by the Company and any assignee of its invoices.

# 42 Force Majeure

42.1 The Company shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or its agent or an Interested Party (including any breach by the Customer of these Conditions) or by storm, flood, fire, explosion, civil disturbance, governmental or quasi-governmental action, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the Company.

#### 43 General

- 43.1 Each exclusion or limitation in these Conditions exists separately and cumulatively.
- 43.2 The Company may open up packaging to inspect Goods
- 43.3 Any notice shall be duly given if left at or sent by first class prepaid post to the last known address of the other party or by facsimile to the last notified number evidenced by a successful transmission record, or by email to the last address notified for the purpose of service; and shall if posted be deemed to have been given 2 working days after posting, and if by facsimile or email, one working day after sending.

44 Employees, Sub-Contractors and others



- 44.1 The Company shall be entitled to sub-contract all or any part of its obligations and in this event these Conditions shall apply to such services. Where storage is subcontracted the Company will on request notify the Customer of the location of the Goods.
- 44.2 No Interested Party will make a claim or issue proceedings in respect of Loss against any Additional Party.
- 44.3 Without prejudice to Condition 44.2, if an Additional Party pays or is liable to make a payment to an Interested Party in connection with a claim for Loss, the Interested Party will fully indemnify the Company against any claim including all costs and expenses) by the Additional Party against the Company for reimbursement of, contribution to or indemnity against that payment to the extent that it exceeds the Limit applicable at the time of the event giving rise to the claim.

To launch Any Claim please ensure you raise this with the companies General Manager

Contact Aj@wwllmail.com