

## TERMS AND CONDITIONS

### 1. **Interpretation**

#### 1.1 In these Conditions:

'Agents'	means persons to whom Expofreight's duties are contracted out to
'Conditions'	means the standard terms and conditions of business set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Expofreight
'Customer'	means the person who accepts a quotation from Expofreight relating to the transport of the Equipment to and from the Event
'Equipment'	means the items (including any constituent parts) belonging to the Customer which Expofreight agrees to transport the Equipment to the Event in accordance with these Conditions
'Expofreight'	means Expofreight Logistics Management Limited (registered in England and Wales under number 4368944)
'Quotation'	means the document given by Expofreight to the Customer under cover of these Conditions which sets out the date of the Event, the quoted price and when and where the Equipment will be delivered and if appropriate includes the Disposal Form or Order Form relating to the Customer's specific requirements.
'Order Form'	means the on-line order form located at <a href="http://www.expofreight.co.uk">www.expofreight.co.uk</a> or <a href="http://www.expofreight.net">www.expofreight.net</a>
'Plant'	means the mode of transport which Expofreight uses to transport and move Equipment

- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 **Basis of the Conditions**

- 2.1 Expofreight shall perform its obligations in accordance with any Quotation of Expofreight which is accepted by the Customer, or any other written order of the Customer which is accepted by Expofreight, subject in either case to these Conditions, which shall govern the agreement reached by the parties to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Expofreight.
- 2.3 Expofreight's employees or agents are not authorised to make any representations concerning the service offered by Expofreight unless confirmed by Expofreight in writing. The Customer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Expofreight shall be subject to correction without any liability on the part of Expofreight.

### 3 **The Use of Agents**

- 3.1 Expofreight is a logistics company which facilitates the collection and return of the Equipment and its display or storage at the Event either by its employees or by sub contracting its duties to Agents who will perform Expofreight's duties in question.
- 3.2 Any price given in a quotation shall be compiled on this basis.

### 4 **The Customer agrees**

- 4.1 The Customer shall be responsible for ensuring the accuracy of the Quotation and for giving Expofreight any necessary information relating to the Event or Equipment (as the case maybe). This in particular includes the weight and number of items, dimensions, value and customs requirements of the Equipment. Also the date that the Equipment is available and required on stand and any special requirements.
- 4.2 If this information is inaccurate or incomplete then the Customer agrees to indemnify Expofreight for any loss it may as a result suffer and
- 4.3 The Customer must advise Expofreight if the Equipment is hazardous or peculiar.
- 4.4 The Customer must advise Expofreight of its requirements for the storage of its Equipment at the Event which is not exhibited at the Event and in particular whether it wishes Expofreight to use the services of the on-site agents to store the Equipment (this may lead to the Customer's Equipment returned quicker than if Expofreight uses Agents who are not affiliated to the Event).
- 4.5 If any aspect of the Event changes then Expofreight reserves the right to advise the Customer of any changes to the details set out in the Quotation which may have to change as a result.

4.6 No Order which has been accepted by Expofreight may be cancelled by the Customer except with the agreement of Expofreight and on terms that the Customer shall reimburse Expofreight for any loss (including loss of profit), charges and expenses incurred by Expofreight as a result of cancellation **PROVIDED THAT** if Expofreight is able to arrange replacement work for the time in question then the Customer's exposure in this regard will be reduced accordingly.

## 5 **Collection and Return of the Customer's Equipment**

5.1 Expofreight shall collect the Equipment from the Customer's premises (or any other location where the Equipment is stored of which the Customer advises Expofreight within 2 working days of collection). In particular the Customer will ensure that Expofreight shall have the necessary right of access to its premises.

5.2 The Customer accepts that any time quoted for the collection (or the return) of the Equipment by Expofreight is an estimate as events such as traffic delays and availability of Plant are beyond Expofreight's control and the Customer should always ensure that sufficient personnel are present for a period of two hours either side of the estimated collection or return time

5.3 If no such person is present then Expofreight will either deposit the Customer's Equipment wherever in all the circumstances it feels is appropriate and incur no liability in respect of damage to or theft of the Equipment occurring as a consequence **OR** Expofreight can elect to store the Equipment elsewhere in respect of which an additional charge will be made to the Customer by Expofreight.

5.4 Should the Customer wish to have its Equipment returned to its premises within a certain time after the Event has ended it should advise Expofreight of this in the Quotation and the price may be increased as a result.

## 6 **Insurance**

6.1 Expofreight is able to offer a marine / transit insurance (with exception of fine art, household goods, jewelry, personal effects and vehicles). For insurance cover to be effected the Customer must either provide written instructions or request insurance cover on our 'order form' to incept cover, prior to commencing the transit and agreeing to the terms and conditions. If the customer chooses not take marine / transit insurance via Expofreight then it remains the Customers' responsibility to take out the necessary insurance cover.

6.2 We reserve the right to decline a request for insurance.

6.3 Expofreight cannot be held responsible for the Customer's failure to take out sufficient insurance cover.

## 7 **Price of the goods**

7.1 The price charged by Expofreight shall be Expofreight's quoted price which shall be exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Expofreight and is valid for 30 days only or until earlier acceptance by the Customer, after which time such price shall be altered by Expofreight without giving notice to the Customer.

7.2 Such price will be based on the costs of using particular Agents and Expofreight reserves the right, by giving notice to the Customer at any time before delivery, to increase the quoted price to reflect any increased costs. This clause in particular extends to any additional costs incurred at the Event.

7.3 Should the Customer change any of its requirements as specified on the Quotation then it agrees to immediately advise Expofreight who shall prepare a revised Quotation and for the avoidance of doubt this will represent the termination of the first contract and if a new contract cannot be agreed then the provisions of clause 4.6 shall apply

## 8 **Terms of payment**

8.1 Subject to any special terms agreed between the Customer and Expofreight, Expofreight shall invoice the Customer on two occasions - once the Equipment has arrived at the Event and after the Equipment has been returned from the Event to the Customer's premises.

8.2 Invoices shall become payable (and without any other deduction being made unilaterally by the Customer) within 7 days of the date of Expofreight's invoice. The time of payment shall be of the essence. Receipts for payment will be issued only upon request.

8.3 Expofreight accept payment by credit card but reserve the right to pass on to the Customer whatever extra charge made by a financial institution that Expofreight incurs as a result

8.4 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Expofreight, Expofreight shall be entitled to:

8.4.1 cancel the contract or delay the return of the Equipment to the Customer until all due payment has been received to Expofreight's satisfaction; and

8.4.2 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above National Westminster Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

8.5 It is the Customer's responsibility to provide any purchase order number or cost centre details at the time of order. Expofreight will not accept payment delays due to the customer not providing this information.

9 **Risk and property**

9.1 Risk of damage to or loss of the Equipment shall remain with the Customer:

9.2 Until such time as all due payment is tendered by the Customer to Expofreight, Expofreight can elect to hold the Equipment as a fiduciary agent and bailee which shall entitle Expofreight to resell the Equipment.

10 **Warranties and liability**

10.1 The Customer accepts that Expofreight is a Logistics Company that facilitates the delivery and assembly of Equipment to certain Events and Expofreight reserves the right to use Agents to transport the Equipment, store the Equipment or assemble the Equipment at the Event - accordingly Expofreight shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Expofreight, its employees or agents or otherwise) which arise out of the performance by Expofreight of its duties.

10.2 Expofreight can make no specific warranties concerning the performance or suitability of any Agent it may instruct in order to perform or assist with its duties

10.3 In particular Expofreight excludes liability for any loss or theft of the Equipment that may occur during such time as the Equipment is at the Event.

10.4 The Customer is advised to obtain insurance and would be obliged to seek relief from its insurers before considering any claim against Expofreight.

10.5 Expofreight's liability for loss or damage to goods and/or merchandise shall be limited in the following circumstances to the following:

10.51 Carriage of Goods by Air – Warsaw Convention as amended by the Montreal Protocol

10.52 Carriage of Goods by Sea – Hague-Visby Rules

10.53 International Carriage by Road – CMR

10.54 Domestic Carriage by Road - £ 1,300.00 per tonne of goods, lost or damaged

10.55 Warehousing of goods and merchandise at our premises - £100.00 per tonne of goods lost or damaged

10.6 Expofreight agrees that the Customer will have the benefit of any right of contractual action that Expofreight would have otherwise had against the Agent and the Customer acknowledges that the Agent owes it a duty of care regarding the Agent's duties.

10.7 Expofreight shall be liable for death or personal injury caused by its negligence.

10.8 Expofreight shall not be liable to the Customer or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of Expofreight's obligations, if the delay or failure was due to any cause beyond Expofreight's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Expofreight's reasonable control:

10.8.1 Act of God, explosion, flood, tempest, fire or accident;

10.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.8.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.8.4 import or export regulations or embargoes;

10.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving Agents, employees of Expofreight or of any third party);

10.8.6 difficulties in obtaining labour, Plant, fuel, parts or machinery;

10.8.7 power failure or breakdown in machinery.

11 **Insolvency of Customer**

11.1 This clause applies if:

11.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);  
or

11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

11.1.3 the Customer ceases, or threatens to cease, to carry on business; or

11.1.4 Expofreight reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

11.2 If this clause applies then, without prejudice to any other right or remedy available to Expofreight, Expofreight shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been

delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12 **General**

- 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2 No waiver by Expofreight of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 12.4 These Conditions shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.
- 12.5 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

Terms of Business – 17<sup>th</sup> December 2010