

**INTERNATIONAL BULK LIQUIDS (STORAGE AND TRANSPORT) LIMITED
TRADING AS "IBL COLD STORES"**

**STANDARD TRADING CONDITIONS
2001 EDITION**

The Customer's attention is specifically drawn to clauses 8, 12, 13 & 18 and which exclude or limit the Company's and the Company's subcontractor's liability and require the Customer to indemnify the Company and/or its subcontractors in certain situations.

The Company stresses it will not insure the Goods and the Customer and/or the Owner must rely on their own insurance arrangements having regard to the limitations and indemnities highlighted above which together enable the Company to limit its charges accordingly.

1. General

In these conditions:-

“the charges”	means the charges agreed in writing for the storage by the Company of the Goods for each period and any further charges or costs in respect of additional services (if any) provided by the Company;
“the Company”	means International Bulk Liquids (Storage and Transport) Limited, trading as "IBL Cold Stores" and includes the Company's employees, servants, subcontractors and agents;
“the Contract”	means any contract or agreement entered into between the Company and the Customer;
“the Customer”	means any person at whose request or on whose behalf the Company undertakes any services subject to these conditions;
“the Goods”	means the goods specified in writing, whether received collectively or in individual loads as being the subject of this contract, and includes all equipment and packaging associated with such goods;
“the Owner”	means the owner of the Goods and any person who is or may become interested in them;
“the premises”	means the premises where the services contracted for are to be performed;
“the regulations”	means the regulations (if any) published by the Company from time to time regulating its provision of the services to which this contract applies; and

“special treatment” means any treatment not capable of performance save with undue inconvenience or extra cost to the Company.

2. Insurance

The Company does not insure the Goods and the Customer must rely on its own insurance arrangements.

3. Sole Conditions

3.1 These conditions shall prevail over any terms or conditions contained in the Customers’ order, acceptance or other communication and shall be deemed to have been accepted by the Customer in preference to such other terms or conditions.

3.2 No other terms, whether conditions or warranties which would otherwise be implied into the Contract, are to be so implied and, without derogating from the generality of the foregoing, any Customer who contracts with the Company does so on the basis that the Customer’s own terms and conditions of business, if any, do not form part of the Contract between the Customer and the Company, unless expressly agreed by the Company in writing signed by a director. No purported omission, variation or waiver of these Conditions howsoever or by whomsoever made shall bind the Company, unless it be in writing signed by a director of the Company.

4. Charges

Quotations are given by the Company on the basis of immediate acceptance and are subject to withdrawal or revision without notice. Furthermore the Company may vary its charges at any time by giving the Customer 21 days’ notice in writing.

5. Credit Terms and Interest

5.1 The Customer shall pay to the Company the charges within 30 days of the invoice date or, if so required by the Company, before the removal of the Goods, whichever is the earlier. Interest at 8% per annum over the base lending rate of the bank specified in the regulations is payable on all overdue amounts, as well as before judgement, and will be calculated on a daily basis.

5.2 The Customer shall pay the Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off.

6. Delivery

6.1 The Customer warrants that it shall deliver the Goods to the premises, as required by the regulations, in good and wholesome condition, in the form and temperature required for storage and accompanied by appropriate documentation.

6.2 The Customer warrants that it shall indicate in writing before delivery of the Goods whether they are required to be placed in cold, chilled or ambient storage.

7. Special Treatment

Where the Goods required special treatment, such special treatment must be agreed in writing between the Customer and the Company prior to delivery, and the Customer will supply written details of such special treatment to the Company when so delivered. In the absence of such written agreement and details, the Company shall not be liable for any loss or damage to the Goods.

8. Normal Operating Hours

The Goods will only be accepted into or delivered from the premises during normal operating hours (as specified in the regulations) unless other arrangements have been agreed in writing. Notwithstanding any quotation, estimate, consignment note, receipt note or other document, no undertaking is given by the Company that the Goods will be received or delivered at or within any specified time or in any particular place save in cases of wilful misconduct or default or fraudulent act or omission of the Company.

9. Loading and Unloading

Although the Company will usually load or unload (as the case may be) vehicles, wagons or containers in the order of arrival at the Company's premises the Company reserves to itself the absolute right to depart from such order for the purpose of complying with the regulations or directions of HM Customs and Excise or any other authority or of ensuring the smooth working of the Company's operations or for any other purpose whatsoever which the Company shall in its reasonable discretion think fit.

10. Rejection of Goods

Where the Goods are not presented in accordance with these conditions or with the regulations, the Company may refuse to accept them or, in consideration of an extra charge determined by the Company, may retain them.

11. Receipt and Despatch

Neither a receipt by the Company for the Goods nor an advice of despatch implies or constitutes any evidence that the Goods were received or despatched in any particular state or quantity, or that the Goods were in good, non-hazardous and wholesome condition at the time of such receipt or despatch.

12. Treatment of Goods

Where no instructions are given for special treatment to the Company pursuant to conditions 6 and 7 above, and in the absence of agreement for any special treatment of the Goods, the Company may treat the Goods in such a way as in its opinion is the best able to preserve them but the Company is hereby specifically absolved from any responsibility regarding the suitability of such treatment selected by the Company

save in cases of wilful misconduct or default or fraudulent act or omission of the Company. Except as necessary to apply any special treatment, the Company may store in bulk all Goods of apparently similar nature received from the same customer and is under no obligation to be able to identify individual consignments of the Goods so stored.

13. Vehicles

All vehicles including contents and equipment therein and thereon and other property are accepted held, moved, driven and otherwise dealt with at the Customers' and/or Owners' entire risk and responsibility and the Company accepts no liability for loss of or damage to such vehicles, contents, equipment or other property nor for any consequential or other loss (whether direct or indirect) or liability whatsoever howsoever arising save in cases of wilful misconduct or default or fraudulent act or omission of the Company.

14. Examination of Goods

The Company may examine the Goods at any time and for this purpose may break bulk and open packages of the Goods.

15. Removal of Goods

Where in the reasonable opinion of the Company the Goods are not in a good and wholesome condition or may cause damage to other goods or property, forthwith upon receipt of notice requiring it to remove the Goods, the Customer shall remove the Goods at its own expense. Where the Company is unable to give such notice or if in the Company's reasonable opinion the Goods require speedier removal, the Company may at its option and at the Customers' expense and risk arrange for alternative storage, disposal or destruction of the Goods.

16. Warranties

The Customer warrants to the Company that:

- (a) it is either the Owner of the Goods or is and will at all times be the authorised agent of the Owner and also that it is accepting these Conditions not only for itself but also as agent for and on behalf of the Owner;
- (b) the Goods delivered for storage have been properly and safely packed, prepared and labelled;
- (c) the Goods delivered for storage conform to the description supplied to the Company in the documentation accompanying the Goods as required by the regulations;
- (d) the Goods delivered for storage or any ancillary service are not hazardous nor capable of producing any substance of a hazardous nature.

- (e) the Goods are as described to the Company and, in particular, as to nature, weight, quantity, condition and dimensions.

17. Indemnities

The Customer shall indemnify the Company:-

- (a) against all expenses necessarily incurred by the Company in complying with any statutory duties imposed upon it from time to time in relation to the Goods;
- (b) in respect of any duties, taxes or other levies in connection with the Goods and for any costs or damage incurred or sustained by the Company in connection therewith; and
- (c) against all losses, damages, costs, fines, charges or expenses suffered or incurred by the Company arising directly or indirectly from or in connection with the Goods or any instruction from the Customer, its servants or agents or the implementation of such instructions.
- (d) against all expenses necessarily incurred by the Company in complying with the Prevention of Damage by Pests Act 1949 (as amended or re-enacted from time to time) and any other statutory duties imposed from time to time in relation to the Goods;
- (e) against all expenses or losses incurred by the Company in consequence of any requirement of, or made by virtue of, the Weights and Measures Act 1963 or any amendment or replacement thereof or any instrument made thereunder, to include a reasonable profit margin for any work done by or on behalf of the Company in that connection. (The Company is not obliged to supply or arrange for the supply of any means for measuring or weighing the Goods at the premises).

18. Limitation of liability

- 18.1 The Customer agrees that the Company is under no liability, whether in contract or otherwise, in respect of any liability, loss, destruction, damage or expense directly or indirectly occasioned by happening through or in consequence of flood, fire, explosion, civil commotion, looting, acts of terrorism or sabotage, riot, invasion, war, acts of foreign enemies, civil war, revolution, insurrection, military or usurped power or confiscation or nationalisation, act of God, strikes, lock outs, labour disorders (including that of the Company's own servants or agents), electrical power-cut or shortage, insufficient packing, evaporation, wet rot, mildew, or rust, damp, sweating, vermin, moth, insects, burglary, theft, pilferage (including burglary, theft or pilferage by the Company's own servants or agents) deficiency or inherent vice or deterioration of or in any goods or breakdown of machinery whether or not such cause is the sole or dominant cause of the loss, damage or expense.

- 18.2 Without prejudice to the other provisions of the Conditions, the Company shall only be responsible for any loss or damage to the Goods (whether due to non-compliance with instructions given to it or otherwise) if it is proved that the loss or damage was due to the wilful neglect or default of the Company.
- 18.3 Unless due to the negligent acts or omissions of the Company, the Company will not be liable for any loss or damage for personal injury to the Customer, its servants or agents or any third party.
- 18.4 Save as aforesaid the Company will be under no liability, whether in contract or otherwise, in respect of or in connection with the Goods or any instructions, advice or other services provided.
- 18.5 The Company will be under no liability, whether in contract or otherwise for any economic or consequential loss.
- 18.6 In no case whatsoever will the Company be under any liability (other than any liability for loss or damage for personal injury resulting from a negligent act or omission of the Company or its servants):-
- (a) exceeding the value of the relevant Goods or a sum at the rate of **£1,300** per metric tonne of 1,000 kilos of the gross weight of the Goods whichever is the less, with a maximum liability of **£50,000**; and
 - (b) unless written notice be received by the Company within 10 days of the date of delivery up (or non-delivery up, as the case may be) by the Company of the Goods.
- 18.7. The Customer shall indemnify and hold harmless the Company against all claims and losses (and all costs and expenses reasonably incurred relating thereto):-
- (a) in respect of which the Company is not liable under this clause and to the extent that any claim or loss exceeds the limited liability of the Company; and
 - (b) occasioned by the nature or condition of the Goods (save to the extent that the Company may be liable under this clause).
- 18.8 The Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

19. Lien and Power of Sale

- 19.1 The Company has a general lien on the Goods and on all other property of the Customer or Owner within the possession, custody or control of the Company for payment of all debts accrued to the Company on any account with the Customer. If

payment of such debts is not received by the Company and 14 days' written notice of the claim of lien has been given to the Customer the Goods (or any part of them or the said other property) may be sold by the Company as agent for and at the expense of the Customer to defray the lien and all expenses properly incurred in respect thereto.

- 19.2 Once the Company has accounted to the Customer for any balance after payment of the sum due to the Company (including interest) and the cost of sale or disposal (including legal fees where appropriate) the Company shall be discharged of any liability in relation to the goods.

20. Sub-contracting

The Company may engage the services of others for the purpose of fulfilling the contract in whole or in part and may, having used its reasonable endeavours to consult with the Customer, transfer the Goods at its own expense to the storage facilities of a third party.

21. Termination

- 21.1 Without prejudice to clause 15 above, the Company may at any time give not less than fourteen days' written notice to the Customer requiring removal of the Goods. If the Goods are not so removed, the Company may after the expiration of such notice (or earlier if the necessities of the case reasonably so require) transfer the Goods at the Customer's expense to another store or alternatively may give not less than seven days written notice of the Company's intention to sell the Goods and deduct from the proceeds of such sale all outstanding charges, any interest due thereon, and the costs of disposal of the Goods and upon the expiration of such further notice, so to deal (accounting to the Customer for the net proceeds of sale, if any, after such deductions).

- 21.2 The Company shall be entitled at the expense of the Customer to dispose without prior notice of Goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company or to third parties or to contravene any applicable laws or regulations.

22. Supplementary Services

If the Company agrees with the Customer to arrange for any other party to perform for the Customer any supplementary services outside the scope of the Contract, including any special treatment, it does so only on terms that the Company is in no way whatsoever responsible therefore to the Customer, although the Company will endeavour to inform the Customer of the identity of such party and to impose on that party these standard trading conditions.

23. Carriage Services

- 23.1 Except as hereinafter appears the Company acts solely as agent of the Customer in procuring and entering into contracts for the carriage of the Goods whether by road, sea or rail and whether to or from the Company's premises.
- 23.2 The Company is hereby authorised whether the Company acts as agent or principal to entrust the carriage of the Goods to others on such conditions as such others may stipulate.
- 23.3 The Company may in some circumstances act as principal in entering into a contract with another party for the carriage of the Goods from an ocean-going vessel to the Company's premises. In such circumstances the Company shall be entitled to the benefit of all exceptions and limitations in favour of such party contained in the Company's contract with such party and the Customer will not seek to impose on such party any liability greater than accepted by such party under such contract. In doing so, the Company does not make or purport to make any contract for the carriage of the Goods with the Customer.
- 23.4 The Customer shall pay all freight and transportation charges in respect of the carriage of the Goods in advance and the Company shall not be required to accept or deliver the possession of the Goods in respect of which any such charges are due and unpaid.
- 23.5 If any legislation is compulsorily applicable to any business undertaken, 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 the Company of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation but if any part of these Conditions shall be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

24. Notices

Any notice required to be given by either party pursuant to these Conditions or otherwise will be duly given if sent by email or fax or posted by prepaid letter to the last notified address of the other party. Such notice will be deemed to have been received three clear working days after posting by prepaid letter.

25. Jurisdiction and Law

This contract is to be governed by English law and the Customer hereby submits to the exclusive jurisdiction of the English courts.

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**REGULATIONS TO THE STANDARD TRADING CONDITIONS
2001 EDITION**

1. Normal operating hours of the Company are between 8.00 a.m. and 5.00 p.m. Monday to Thursday inclusive and 8.00 a.m. and 4.00 p.m. on Friday but excluding Public Holidays ("Normal Hours").
2. The Company operates a booking system and all vehicles must be pre-booked prior to arrival. Failure to do so may cause delay or refusal.
3. Unless previously stated in writing the handling of goods and provision of ancillary services are conducted only in Normal Hours. Work requested outside these hours will be subject to an additional charge to cover the full cost of labour, equipment and overheads.
4. Rental charges for storage shall be calculated on a full weeks charge, Monday to Sunday inclusive. Part weeks will be charged at full weekly rate inclusive of the day of receipt and delivery.
5. Payment of charges shall be made within 30 days of the invoice date.
6. Unless otherwise agreed Goods intended for cold storage should be presented for storage at a temperature lower than -18°C and chill storage of no higher than $+8^{\circ}\text{C}$.
7. Unless temperature controlled storage has been specifically requested, Goods will be received and stored in ambient conditions.
8. Goods will only be released on written authorisation from the Customer.
9. Pre-palletised Goods presented for storage will only be accepted on sound pallets, in good condition, capable of withstanding safe handling and storage.
10. Return pallets will only be given on receipt of sound Standard Pallets (1000 mm x 1200 mm four way entry) by arrangement.
11. All Goods should be clearly marked for product separation with corresponding documentation and packed in a way which will allow safe and economic handling and storage.
12. Goods presented for storage other than in accordance with these Regulations and Conditions may be accepted or retained, subject to an additional charge.
13. The Company reserves the right to refuse to accept or store or continue to store Goods if in the opinion of the Company the condition of the Goods give reasonable ground for apprehension of loss or damage to other Goods or to the Company's facilities or personnel.

14. The Company reserves the right on its premises to search vehicles and drivers making a delivery or receiving Goods on behalf of the Customer and to take reasonable actions that are necessary in the interest of security.
15. Drivers should wear high visibility clothing and protective footwear while on the Company premises.
16. Vehicles are admitted to the Company premises solely for the purpose of loading and unloading customers Goods and may not be parked unless otherwise agreed.
17. The Company bankers are HSBC Bank plc.
18. When the Company undertakes to carry Goods by road, the conditions of the Road Haulage Association Limited 1998 Edition, copies of which are available on request, shall apply in addition to all the foregoing conditions and where there is conflict shall prevail over the foregoing conditions.