

## TERMS and CONDITIONS of CARRIAGE and STORAGE

### 1. DEFINITIONS

- a. Leverswift shall mean Leverswift Ltd., and all or any of its wholly owned subsidiary companies, or associated companies.  
This also includes the trading styles of "Pack and Go!", "Randos International Shipping", and "Leverswift Distribution".
- b. Consignments shall mean packages or parcels accepted and collected by Leverswift at one time and from one location by shipment to one address
- c. Carriage and/or shipment shall mean the movement of the consignment by road; and/or sea; and/or air
- d. Storage shall mean the holding of the consignment in our premises, or those of an agent or sub-contractor
- e. The Customer shall mean the contract of carriage between the Customer and Leverswift
- f. The Customer shall mean the person, organization, or company who engages the services of Leverswift
- g. The Domestic Service or Domestic Express Service shall mean the collection and delivery by Leverswift of consignments from and to locations within the country of origin
- h. The International Service or International Express Service shall mean the collection and delivery by Leverswift of Consignments where such collection and delivery involves carriage from one country to at least one other
- i. The Service shall mean the Domestic Service and/or the International Service and/or Express Service Options and/or Storage.

### 2 THE CONTRACT

- a. Leverswift will only enter the Contract and provide the Service upon these Conditions which shall supersede any and all prior written oral or implied agreements between Leverswift and the Customer. No variations of these Conditions will be binding upon Leverswift unless in writing and signed by a director of Leverswift
- b. Any request by the Customer for Leverswift to provide the Service shall constitute an offer and the collection by Leverswift of any Consignment shall constitute an acceptance to provide the Service upon these Conditions. Accordingly, the Contract shall not have been entered into and no liability on the part of Leverswift shall arise until the Consignments to which the contract relates is in the possession of Leverswift
- c. The Customer enters (and warrants that he is able to enter) the Contract on his own behalf or as agent for the owner and for any other person having interest in the Consignment. Accordingly the owner of such other person shall be bound by these Conditions and the Customer shall indemnify Leverswift for any loss suffered by Leverswift as a result of the breach by the Customer of the warranties contained herein.
- d. Leverswift enters the Contract on its own behalf and as agent for any agent, sub-contractor or associated company appointed by Leverswift to perform any part of the Service. Accordingly such agent sub-contractor or associated company shall be bound by and have the benefit of these Conditions.
- e. Any document signed by Leverswift acknowledging receipt of the Consignment shall not be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by Leverswift
- f. If any term or provision of these Conditions shall be void or unenforceable, such items or provisions shall be deemed to have been modified to the minimum extent necessary to make it valid and effective and all other terms and provisions contained herein shall continue in full force and effect
- g. This document together with the trading agreement shall be the whole contract between the parties and it is agreed and declared that there shall be no liability in tort arising out of the carrying out of the contract by Leverswift.

### 3 THE CONSIGNMENTS

- a. Leverswift is not a common carrier and reserves the right to refuse any package, or parcel from any Customer at its discretion, or to abandon carriage of a Consignment at any time after collection where such Consignment could cause damage or delay to other Consignments equipment or personnel
- b. 1. In performing the Service, Leverswift will not carry:-
- |                                 |  |
|---------------------------------|--|
| Animals                         | Jewelry                                  |
| Antiques                        | Liquids                                  |
| Bullion                         | Liquor                                   |
| Cashiers cheques                | Money or Currency                        |
| Collectors items/valuables      | Negotiable instruments in bearer form    |
| Compressed gasses               | Perishables                              |
| Computer equipment              | Plants                                   |
| Drugs                           | Pornographic, lewd, or obscene materials |
| Explosives                      | Precious hardwoods                       |
| Fireworks                       | Precious metals                          |
| Food stuffs                     | Precious stones                          |
| Glass and fixed glass           | Radioactive materials                    |
| Gunpowder                       | Stamps                                   |
| Hazardous chemicals             | Tobacco                                  |
| Industrial carbons and diamonds | Travellers cheques                       |
| Insufficiently post coded items | Works of art                             |

Except by prior arrangement and without liability to Leverswift whatsoever.

Customers must make arrangements for their own insurance of all risks on any of the above listed items.

2. Domestic Service or Domestic Express Service; Consignments must conform to Leverswift loading gauge ie. Not one parcel exceeding 40kg in weight or 4 cubic metres capacity per tonne or being longer than 3 metre will be carried on the Express service. No parcel for the Economy service will exceed 50kg in weight and must conform to the same loading gauge.

3. International Traffic (IATA restricted articles including hazardous or combustible material and any other item including all or any packages or parcels weighing in excess of 30 kilograms or having dimensions or more than 2 metres by 1.5 metres in capacity or such other weight or dimension as IATA shall from time to time specify in its schedule of restricted articles – the carriage of which is prohibited by any law regulations or statute of the government or administrative body of any country or state to or through which such item may be carried. In addition Leverswift shall have the right from time to time to notify Customers of any other property or material which Leverswift will not carry as part of the International Service or International Express Service and upon such notification such property or material shall be deemed to have been added to the list of items contained herein.

- (c) In the event that a Customer consigns to Leverswift any of the items referred to in paragraph (b) above or the Customer undervalues or mis-describes any item for customs purposes or fails to supply correct and complete customs documentation, the Customer shall indemnify and hold Leverswift harmless from all liability to the Customer whatsoever, have the right to abandon the Consignment or deliver it to any national or local government authority which claims jurisdiction over such Consignment
- (d) Without prejudice to its rights contained in paragraph (c) above and without giving any warranty or incurring any obligations to do so Leverswift reserves the right to open and inspect any Consignment to ensure that it is not in breach of any term hereof.
- (e) In performing the Domestic Service or Domestic Express Service, Leverswift shall have the right to refuse carriage of any of the items referred to in paragraph (b) above but where Leverswift is requested by the Customer to accept for carriage through the Domestic Service or Domestic Express Service such items or any other item which may be of dangerous nature, such items must be accompanied by a full declarations of their nature and contents and be properly and safely padded in accordance with any statutory regulations for the time being in force.

### 4 THE CARRIAGE, STORAGE, and DELIVERY

- a. Leverswift shall have the right to sub-contract any part of the Service and to carry the Consignments by any route of procedure and by successive carriers and according to its own handling, storage and transportation methods.
- b. In making collections or deliveries as part of the Service Leverswift shall not be under any obligations to load or unload Consignments where such loading or unloading

requires more than one person or the use of any special appliance or equipment. Leverswift shall not be liable to the Customer for loss or damage caused to the Consignment where the company loads or unloads in circumstances where it is under no obligation to do so.

- c. Where a Consignment is to be held at a depot of Leverswift or its agent for collection by any person other than Leverswift it shall be deemed to be undelivered if not so collected within five business days from the date of the Consignments arrival at such depot. (The exception being when the consignment is specifically held on a previously agreed Storage tariff). A consignment shall also be deemed to be undeliverable if the address for delivery given by the Customer is wrong or non-existent. Upon being notified that the Consignments are undeliverable, the Customer may at his additional cost, elect to have the Consignment returned or delivered to another address served by the Company or its agent. Where a Customer cannot be notified or does not provide for adequate disposition of the Consignment Leverswift will at the cost of the Customer hold the Consignment for a further period of 30 days following which Leverswift shall, without liability have the right to dispose of the Consignment as it thinks fit.

## 5 EXCLUSION OF LIABILITY

- a. Leverswift shall not under any circumstances be liable for the delay in collection or delivery of any Consignment regardless of the cause of such delay
- b. Leverswift shall not be liable for any loss, damage, mis-delivery, or non-delivery which is caused wholly or partly by any event other than Leverswift's negligence or willful default. Such event (without prejudice to the generality of the foregoing) shall include –
- 1 any act default or omission of the Customer or any other party who claims an interest in the Consignment including non-observance of any of these Conditions, insufficient packing securing, marking, or addressing of the failure of the Customer to comply with any customs, or like, formality or failure to make suitable arrangements (including arrangements with the Consignee) relating to the payment of import duties VAT or any other taxes required prior to delivery of the Consignment
  - 2 acts of God or force majeure, accidents collisions/ or mechanical defects involving vehicles or aircraft carrying consignments, public authorities acting with actual or apparent authority of law, acts or omissions of customs or other government bodies or officials riots strikes or other local disputes adverse weather conditions loss or suspension of any licence or authority necessary for the carriage of Consignments electrical, magnetic or x-ray injury, erasure or other such damage to electronic or photographic images or recordings in any form or damage due to insects or vermin or any other cause reasonably beyond the control of the Company.

## 6 LIMITATION OF LIABILITY

- a. Without prejudice to clause 5 hereof the liability of Leverswift for any one Consignment shall not under any circumstances exceed the lesser of:
1. £12 (twelve pounds) per kilogram Express Service £6 (six pounds) per kilogram Economy
  2. The amount of any loss or damage that is sustained by the Customer, or
  3. The actual value of the Consignment calculated by reference to either (1) its cost of preparation or acquisition (as the case may be ) or (2) its repair or replacement value or (3) its resale value at the time and place of collection (whichever is the less)
  4. In the event of a claim for loss or damage to goods there shall be an excess in respect of each every claim of £75
  5. In the event of a claim for damage to goods Leverswift reserves the right to require the return of the damaged goods for inspection and should such goods not be available for return and inspection Leverswift may reject the said claim.
  6. In the event of the loss or of damage to part of a consignment containing more than one package the claim shall be settled by reference to the total declared weight of the whole consignment divided by the number of packages comprising the lost or damaged part of the consignment and Leverswift's liability will be limited to such proportion by weight of the whole consignment as represents the lost or damaged package or packages.
  7. Without prejudice to the foregoing the maximum claim per package shall be limited to the maximum weight per package declared for each service as defined in clause 3(b)3 hereof notwithstanding the fact that the damaged or lost package shall be in excess of that weight.

- a. Leverswift shall not be liable in any event for any consequential or special or indirect loss however arising whether or not Leverswift had knowledge that such damage might be incurred including but not limited to loss of income profits interest utility or loss of market.
- b. In Leverswift's performance of the International Service or International Express Service, the Warsaw Convention may be applicable. The Convention governs and in most cases further limits the liability of Leverswift in respect of loss or damage to such Consignments.

## 7 CLAIMS

- a. No claim may be brought by a Customer against Leverswift unless it is received in writing at the registered office of Leverswift Ltd.
  1. in the case of the International Service or International Express Service within the period of limitation provided for in the CMR (refer below Important Advice to Customers))
  2. in the case of the Domestic Service or Domestic Express Service: (i) where the claim is for damage deviation mid-delivery delay or detention within 7 days after the terminations; and (ii) where the claim is for loss or non-delivery of the whole of the Consignment, within thirty days after the commencement of transit.
  3. The cheque on delivery service is carried without any liability whatsoever to Leverswift and shall be treated as if they were restricted items within the definition of clause 3(b)1 here
- b. Without prejudice to the foregoing no claim may be brought by a Customer unless all of Leverswift's charges for the Service have been paid in full. A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable to Leverswift.

## 8 CHARGES

- a. The charges payable by the Customer shall be in accordance with the rates published or quoted by Leverswift from time to time. Such published rates shall be exclusive of VAT (or any other like taxes or imposts) and any customs duties payable in respect of the Consignment which shall be for the sole account of the Customer. Deliveries to docks, wharves and container bases will be accepted by Leverswift's discretion and may be subject to an additional charge. Additional charges may also become due where the customer causes an unreasonable delay in the collection or delivery by Leverswift or any Consignment. Where a Customer has any query as to the correctness of any invoice, or statement of account, such query shall be communicated within 14 days of the date of issue of such invoice or statement of account, otherwise the Customer shall be deemed to have agreed to the full payment of Leverswift's charges.
- b. Where any quotation for any part of the Service is given, such quotation is given of the basis of immediate acceptance and subject to a right of withdrawal of revision without notice. Except where the quotation states otherwise all quotations given on a weight charge shall apply to the gross weight of a consignment. Where a Consignment exceeds 4 cubic metres in measurement per 1000 kilogrammes the rate for 1000 kilogrammes shall be applied to each such measurement of 4 cubic metres or any part thereof.
- c. Where the Company accepts "CARRIAGE FORWARD" Consignments Leverswift shall have the right to refuse delivery until all transportation and other charges have been paid. In any event the Customer shall remain liable to Leverswift for such charges pending full payment by the Consignee including, without limitation costs of returning the shipment if required.
- d. Leverswift shall have a general lien on all Consignments for all charges, customs duties or other costs arising in respect of any Consignment and where payment is not made with 30 days of demand it shall have an absolute discretion to sell any Consignment as agent for the owner and apply the proceeds towards any monies due to Leverswift Ltd.
- e. Terms of Trading are for payment not later than 7 days after the date on invoice is rendered.

## 9 PROOF OF DELIVERY

- i. Copy of proof of delivery is available on request from our collection depot within three months of dispatch
- ii. The absence of a proof of delivery shall not be accepted as a reason not to pay valid invoices unless notified in writing within 14 days of the date of invoice
- iii. A clearly signed proof of delivery will constitute correct delivery in good condition
- iv. Any proof of delivery requests over 3 months from the date of dispatch will be provided up to 12 months from the date of dispatch.

## 10. LEVERSWIFT SERVICE PERFORMANCE

- i. The Express Services applies to Mainland Industrial Areas of England, Wales and Scotland, as defined by Leverswift.
- ii. Adverse weather and road condition and circumstances beyond our control render the Express Service null and void
- iii. We will refund carriage charges or such relevant part therefore only if an Express Service delivery has not been attempted or achieved.
- iv. Deliveries to Scotland, Northern Ireland and offshore islands are not guaranteed as Express Service and may be subject to surcharge.
- v. Timed deliveries cannot be guaranteed, and are subject to the performance of agents and/or sub-contractors.
- vi. Items not fully post-coded on both label and consignment note may not be acceptable for carriage.

# IMPORTANT ADVICE TO CUSTOMERS

All consignments are carried subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the rules of the Warsaw Convention in respect of the consignments transported between international points and subject to the terms and conditions set out above where any conflict arises between the provisions of the CMR and the Warsaw Convention and the provisions of the Terms and Conditions the Terms of the CMR and the Warsaw Conventions shall prevail

By the Conditions set out below Leverswift Ltd., its associated companies, authorized agents, servants, and the employees are:

- (A) NOT TO BE LIABLE FOR CERTAIN LOSSES and DAMAGE and  
(B) if they are to be liable the AMOUNT of SUCH LIABILITY IS LIMITED TO THE AMOUNT STATED HEREIN

In entering any contract with Leverswift Ltd., or associated or subsidiary companies, the Customer acknowledges the limitations and exclusions contained in these Conditions are fair and reasonable and that the Customer had been given the opportunity of arranging insurance cover.