

## STANDARD TERMS AND CONDITIONS OF CARRIAGE

### **Conditions**

EPM (ESSEX) LTD (hereafter known as EPM) will provide its services on the conditions set out hereinafter:-

#### **1. Definitions**

- (a) "The Shipper" means the person who contracts either as principal or as agent for the services of EPM both on his behalf and on behalf of any other person having interest in the Consignment.
- (b) "Consignment" means any article or articles of any sort which may be, or be intended to be received by EPM from any one consignor at any one address for carriage and delivery at any one time to any one consignee at any one other address.
- (c) "The excepted risks" mean:-
  - i) War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or loot, sack or pillage in connection therewith, and/or
  - ii) Ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or
  - iii) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof, and/or
  - iv) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, and/or
  - v) The absence, failure or inadequacy of packing and packaging

#### **2. Carrier and Agents**

- (a) EPM is not a common carrier and will accept goods for carriage only on these conditions.
- (b) No objection will be taken to the use by EPM of the carrier services of any airline or other carrier and EPM shall in such cases be entitled to the protection of all the terms hereof which exclude or limit the liability of EPM
- (c) EPM shall be entitled to perform any of its obligations under this contract by itself or by its agents or sub-contractors, any such subsidiary, and any such agent or sub-contract shall be entitled to the benefit of these conditions.
- (d) EPM. agrees to act on behalf of the shipper (also known as consignor) in order to carry goods and/or items by whichever means EPM., chooses to destination and consignees address.

#### **3. Delivery**

- (a) Delivery time of any consignment is not guaranteed, EPM. undertakes to complete transit with reasonable despatch.
- (b) Unless otherwise agreed transit shall be complete when the consignment is tendered for delivery to the consignee at the address indicated by the shipper or, in the event that a customs or other authority will not release the consignment until certain formalities (including payment of taxes, duties or any other charges) have been completed by or on behalf of the consignee, when the consignment is delivered to such customs or other authority.
- (c) EPM. will make one attempt to deliver a consignment during normal working hours (ie 09:00 to 17:00 hours) on a working day. If a consignment cannot be delivered for any reason EPM. will notify the shipper to make arrangements to have the consignment collected or returned or otherwise.

#### **4. Collect Charges**

When a consignment is accepted or dealt with upon instructions to collect transportation charges, duties or other charges or expenses from the consignee or any other person or when duties or other charges are necessarily incurred by EPM. to enable it to effect delivery the shipper shall remain responsible for the same and shall make payment thereof if they are not paid by such consignee or other person when demanded.

#### **5. Liability**

- (a) Subject to the provisions of the Warsaw Convention (if applicable) EPM. its servants or agents shall be liable to the customer for loss or damage caused to the customer (whether direct or consequential, howsoever arising and howsoever fundamental) only if and in so far as such loss or damage is caused by the negligence, breach of duty or wrongful act or omission of EPM. itself or its servants acting within the course of their employment and such liability shall be limited to the value of the consignment or UKP 50.00 whichever is the lesser.
- (b) EPM. and its servants or agents shall not be liable to the shipper in any circumstances or to any extent what ever; In respect of damage, unless verbal notification is received before noon on the day following delivery, followed by written notice within 14 days of receipt; In respect of loss or non-delivery, unless written notification is received within 28 days of the date upon which one consignment was collected or received by EPM.
- (c) EPM. its servants or agents shall not in any circumstances whatever be liable for any loss or damage as aforesaid arising whatsoever resulting or arising therefrom.
- (d) If EPM. are at anytime prevented from or delayed in starting, carrying out or completing any service by reason of strikes, lockouts, labour disputes, weather conditions, traffic congestion, mechanical breakdown, the deficient or ambiguous addressing of any consignment or any cause whatever beyond EPM.'s control the shipper shall have no claim for damages or otherwise against EPM. its servants or agents for any consequential loss as a result thereof.
- (e) EPM. and its servants cannot and will not accept any liability beyond that set out above save that where the Warsaw Convention is applicable (as described in Condition 6 thereof) EPM.'s liability will be whichever is the more favourable to the shipper of the limit set out in Paragraph (a) and the limit calculated in accordance with the Warsaw Convention.
- (f) The shipper shall be treated by EPM. as sole beneficial owner of each consignment and will indemnify EPM. and its servants against any claim whatsoever arising made by a third party in respect of any consignment or part thereof to the extent that such claim is outside or beyond the liability of EPM., to the shipper as set out above and to the extent that the aggregate of all such claims shall exceed the limited sums so set out.
- (g) EPM. is only liable for the lesser of either
  - (i) a maximum of UKP 50.00 Sterling or
  - (ii) the amount in UKP Sterling as made clear in the Terms and Conditions of any Agent or Carrier used by EPMin the event of damage or loss of items. The Shipper may request insurance cover in writing. If the insurance requires, cover will apply only upon written acceptance by EPM. after having arranged and had acceptance in writing by an Insurance Company or broker.

#### **6. Warsaw Convention**

If the transit involves an ultimate destination or stop in a country other than country of departure, the Warsaw Convention as amended may be applicable and the convention governs, and in most cases limits, the liability of EPM. in respect of loss of or damage to consignments.

#### **7. Payment**

- (a) Unless otherwise indicated, all charges are quoted exclusive of any Value Added Tax, import and any other duties or taxes which may be payable.
- (b) Shippers who are granted credit facilities by EPM. must pay within 30 days of issue of invoices.
- (c) Interest may be payable by the shipper on all charges overdue during the period from date of invoice of payment.

#### **8. Lien**

EPM shall have a general lien against the shipper for any monies whatsoever due from the shipper to EPM. If any lien is not satisfied within a reasonable time, EPM. may at its absolute discretion sell the consignment (or part thereof) as agent for the shipper and apply the proceeds in or towards any monies due and the expenses of the sale, and shall upon accounting to the shipper for the balance remaining (if any) be discharged from all liability whatsoever in respect of each consignment.

#### **9. Unlawful and Restricted Carriage**

- (a) EPM. shall not be required or caused to carry or convey anything if such carried or conveyance would be unlawful nor shall EPM. carry any International Air Transported Associated restricted article. EPM. reserves the right to refuse to carry any consignment.
- (b) EPM. reserves the right to open and inspect all items and to not carry any item or items, for not only security purposes but to ensure that contents of consignments do not contain any matter which might be considered by any person or persons to be of offensive nature to any person, or persons or authorities of any country.

#### **10. Partial Invalidity**

If any term or provisions of these conditions shall be held void or unenforceable, all the remaining terms and provisions herein shall continue in full force and effect.

#### **11. Shipper Undertakings**

The shipper undertakes that:-

- (a) The consignment shall be accepted at the address to which it is to be delivered and an appropriate receipt thereof shall be given to EPM.'s representative escorting such consignment, and such receipt shall be conclusive evidence of delivery save where such receipt is obtained as a result of any fraud, collusion or dishonesty on the part of EPM.'s representative.
- (b) In the event of a strike of employees of the shipper or of employees of any other firm or Company, EPM.'s servants or agents will not be asked to perform any additional duties or any duties of a strike breaking nature.

#### **12. Exclusive Conditions**

These conditions in conjunction with the Warsaw Convention referred to above (if applicable) and the operational details of the services and the charges therefor:

- (a) Shall constitute the entire contract between EPM. and the shipper and there shall not be incorporated or be deemed to be incorporated the provisions of any other document.
- (b) Shall supersede the provisions of any previous contract warranty or representation made or given relating to the same services as are described on waybill.

#### **13. Variation of Conditions**

No variation extension or cancellation of these conditions shall be binding upon EPM. unless and until it is confirmed in writing under the duly authorised Officer of EPM.

#### **14. English Law**

These conditions shall be constructed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction in relation to any matters arising out of any contract to which these terms apply. Any claims payable shall be paid in the United Kingdom in Sterling.