

SUPERIOR LOGISTICS LTD

TERMS & CONDITIONS OF SUPPLY OF COURIER & FREIGHT SERVICES

1. Interpretation

1.1 In these Conditions:

"Actual Value" means for the purposes of Condition 8, the lowest of the cost of repairing or replacing the Goods contained in a Package, or the cost of re-constructing or re-constituting the Package or the re-sale or fair market value of the Goods in the Package and, in any event, the actual value of Goods in a Package cannot be more than the original costs of all the Goods in that Package to the Customer plus 10%;

"Air Way Bill" means the air way bill containing all relevant information for the supply of the Services completed or to be completed by the Customer;

"Company" means Superior Logistics Ltd;

"Conditions" means the terms and conditions of supply of the Services as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer;

"Customer" means any individual, firm, body corporate, unincorporated association or other body, who consigns Goods as aforesaid;

"Customer Address" means the address of the Customer or the address specified by the Customer from where the Goods are dispatched from as detailed on the Air Way Bill or otherwise notified in writing to the Company;

"Delivery Address" means the address to which the Goods are to be delivered and which address is clearly marked in the Air Way Bill and on the relevant Package;

"Goods" means any document, goods or things (including containers and packaging) consigned by a Customer from the Customer Address to the Delivery Address;

"Package" means all Goods that travel under one Air Way Bill;

"Price" means the price of the Services payable by the Customer in accordance with Condition 4; and

"Services" means the services described in the Air Way Bill being services offered by the Company in accordance with Condition 3.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 Headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Supply

2.1 The Company is not a common carrier and accepts Goods for conveyance on and subject exclusively to these Conditions. No employee or agent of the Company has any authority to alter, vary or waive any provision of these Conditions in any respect.

2.2 The Customer irrevocably warrants to the Company that and the Company accepts Goods for conveyance or onward transmission on the basis that, the following conditions are all fulfilled:-

2.2.1 that the Customer is either the owner of or acting as the fully authorised agent for the owner of the Goods and that if any other person has an interest in the Goods the Customer is acting as his fully authorized agent;

2.2.2 that the Goods do not comprise or include weapons, ammunition or explosives or any other goods which the Company, in its absolute discretion, decides cannot be transported safely;

2.2.3 that the Goods do not comprise any letters, documents or items which the United Kingdom Post Office or, in the case of Goods to be delivered outside the United Kingdom, any equivalent body in any other country has an exclusive right to convey;

2.2.4 that the Goods do not comprise or include drugs, documents or things which it is illegal to possess in the United Kingdom or, in the case of Goods to be delivered outside the United Kingdom in any other country;

2.2.5 that the Goods do not comprise or include documents or other things which it is illegal to take out of the United Kingdom or to take into the country to which they are consigned or through or over any country which they may be transported;

2.2.6 that unless the Company has been given express prior written detailed notice and has agreed in writing to carry such Goods, none of the Goods are of a toxic, corrosive, combustible or flammable nature;

2.2.7 that unless packed by the Company the Package is packed to the Customer's complete satisfaction and in strict compliance with all relevant packing regulations.

Without prejudice to any other remedy available to the Company for the breach or non-fulfilment of the above conditions, any breach or non-fulfilment of such conditions shall discharge the Company from any further responsibility for the provision of the Services.

2.3 The Customer hereby undertakes to the Company that it will comply with all applicable laws, rules and regulations, including but not limited to Custom's laws, import and export laws and governmental regulations of any country to, from, through or over which the Package may be carried, and the Customer agrees to furnish such information and complete and attach to the Air Way Bill such documents as are necessary to comply with such laws, rules and regulations.

2.4 No Air Way Bill submitted by the Customer shall be deemed to be accepted by the Company unless and until a copy signed by the Company's authorised representative has been returned to the Customer.

2.5 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of the Air Way Bill (including any applicable special conditions) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Services in accordance with the terms of the Air Way Bill and these Conditions.

2.6 The Customer agrees that the Company may open and inspect a Package for any reason and at any time including, without limitation, at the request of any governmental authority.

2.7 The Customer hereby appoints the Company as its duly authorized agent for the performance of Custom's clearance and hereby certifies the Company as the consignee for the purpose of designating a custom's broker to perform Custom's clearance. Where local authorities require any additional documentation confirming such appointment, the Customer will, at its own expense, provide such additional documentation forthwith. This provision does not reduce the responsibility of the Customer to provide proper information, documentation or confirmation for Custom's clearance, where required.

3. Provision of Services

3.1 If for any reason beyond the Company's control, it is unable to convey the Goods to the Delivery Address, or to effect delivery at the Delivery Address:-

3.1.1 the Company shall endeavour to communicate with the Customer and request a new address to which the Goods can be delivered in the country in which the Goods are then lying;

3.1.2 if the Company is unable to communicate with the Customer within a reasonable time, or if it is not provided with a new Delivery Address by the Customer within a reasonable time, the Company shall be at liberty to deal with the Goods in accordance with Condition 6 hereof or to destroy the Goods.

3.2 The Company is entitled to convey Goods:-

3.2.1 by its own employees and/or by any airline, delivery Company and/or other independent contractor whatsoever;

3.2.2 by means of any conveyance;

3.2.3 by any route whatsoever.

4. Price of the Services

4.1 The Price shall, unless otherwise agreed in writing by the Company and the Customer, be the Company's list price in force from time to time (as is available on written request from the Company) for such Services on the date the Goods are collected by the Company from the Customer's Address.

4.2 The Price shall unless otherwise stated, be exclusive of:-

4.2.1 any applicable value added tax and any other applicable taxes, duties, imposts or levies; and

4.2.2 packaging, packing and insurance.

5. Terms of Payment

5.1 The Company shall be entitled to invoice the Customer on or at any time after receipt of the Goods from the Customer's Address or delivery to the Delivery Address in its absolute discretion and each invoice shall quote the number (if any) of the Air Way Bill.

5.2 Unless otherwise stated in the Air Way Bill the Customer shall pay each invoice within 30 days of its date of issue failing which interest shall accrue on a daily basis in accordance with Condition 5.5.

5.3 The Customer shall not be entitled to set off against the Price any sums owed or claimed to be owed to the Customer by the Company.

5.4 In the event that the Company pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Goods:-

5.4.1 the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent.

5.4.2 whether or not delivery of the Goods has been made to the Delivery Address to which they are consigned, immediately upon receipt of the Company's invoice in respect of such duty and/or tax and/or levy the Customer shall settle such duty invoice in full.

5.4.3 in the event of any Customer failing to comply strictly with sub-condition 5.4.2 above the Company shall be at full liberty to deal with the Goods in accordance with Condition 6 below.

5.5 If the Customer fails to pay by the due date any amount which is payable to the Company under these Conditions then, without prejudice to Condition 6:-

5.5.1 that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, calculated on a daily basis at a rate equivalent to 8% per annum over Natwest plc base rate from time to time;

5.5.2 the Company shall be entitled to suspend all deliveries of Goods on behalf of the Customer until the outstanding amount has been received by the Company from the Customer;

5.5.3 the Customer hereby irrevocably agrees to indemnify the Company on demand on a full indemnity basis for all costs and expenses (including legal, debt collection and valuation fees and any internal costs and expenses of the Company) and any value added tax incurred thereon by it in connection with the enforcement of any of the rights of the Company under these Conditions; and

5.5.4 all amounts payable by the Customer to the Company in respect of invoices issued by the Company shall become immediately due and payable.

6. Lien

The Company shall have a lien over the Customer's Goods for any amount due under these Conditions and the cost of recovering the same. If any lien is not satisfied within a reasonable time the Company shall be at full liberty to sell the Goods, either privately or by auction, and to apply the proceeds of any such sale in or towards discharge of the lien and the expense of the sale.

7. Insurance

No insurance cover for Goods shall be arranged by the Company.

8. Warranties and Liabilities

8.1 The Company makes no warranties, express or implied, in respect of the provision of the Services.

8.2 The total liability of the Company to pay to the Customer compensation for loss or damage, occurring in respect of the Goods shall be limited to the lesser of the Actual Value or three times the tariff charged/payable in respect of the Company conveying the Goods provided that:-

8.2.1 no compensation shall be payable by the Company to the Customer in respect of any indirect or consequential loss (including, without limitation, loss of income, profits, interest, markets or use of contents);

8.2.2 no compensation whatsoever shall be payable in the event that the Customer fails within 7 days of any loss, damage, misdelivery or delay occurring to the Goods becoming known to the Customer to report this to the Company at its registered office by recorded delivery first class letter;

8.2.3 no compensation whatsoever shall be payable in the event that the Customer fails within 14 days of any loss, damage, misdelivery or delay occurring to the Goods to report this to the Company at its registered office by recorded delivery first class letter;

8.2.4 no compensation whatsoever shall be payable in the event that any legal proceedings commenced against the Company by the Customer relating to any claim for compensation as aforesaid are not brought within the period of 2 years commencing with the date of the alleged loss damage misdelivery or delay;

8.2.5 no compensation shall be payable in the event of loss, damage, misdelivery or delay caused by events beyond the Company's control, including but not limited to acts of God, perils of the air, adverse weather conditions, mechanical delays, acts of war, hostilities, civil commotions, strikes, industrial action, acts of public enemies, or acts or omission of public authorities (including customs and quarantine officials) with actual or apparent authority; and

8.2.6 no compensation shall be payable in respect of any loss or damage to Packages or Goods which include cash, currency or other prohibited items.

8.3 Save as provided in Condition 8.2 above the Company shall not be under any other liability whatsoever or howsoever arising to the Customer in respect of the Goods.

8.4 Without prejudice to the generality of Condition 8.2 above and for the avoidance of doubt the Company shall not be liable in respect of any losses caused:-

8.4.1 partly by its negligence and/or the negligence of its employees and partly by the negligence of the Customer;

8.4.2 by any independent contractor in any manner whatsoever.

8.5 In the event of any loss, damage, misdelivery or delay occurring in respect of the Goods by reason of any act or default of an independent contractor the Company shall at the Customer's request and expense assign to the Customer any right of action which the Company may have against the independent contractor.

8.6 If the transportation of a Package involves an ultimate destination or stop in the country other than the United Kingdom, the Warsaw Convention may apply. This Convention governs, and in most cases further limits the liability of the Company for loss or damage to such Package.

9. Indemnity

9.1 The Customer shall indemnify the Company and agrees to indemnify and hold harmless the Company and any employee, agent or subcontractor of the Company on a full indemnity basis in respect of all liabilities, costs, claims, damages,

proceedings and expenses arising out of any breach of these Conditions (including in particular, but without limitation, of Condition 2.2).

9.2 The Customer shall indemnify the Company and agrees to indemnify and hold harmless the Company and any employee, agent or subcontractor of the Company on a full indemnity basis in respect of the following:

9.2.1 any expenses incurred as a result of the Company's inability for any reason beyond its control to convey or deliver the goods to the Delivery Address or at all;

9.2.2 any claims, costs and/or demands by third parties relating to the Goods;

9.2.3 any unusual expenses incurred by the Company as a result of it providing the Services to the Customer.

10. General

10.1 The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other subsidiaries, associated companies, agents or sub-contractors.

10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be sent by recorded delivery mail or by electronic or facsimile transmission (provided that a confirmatory copy is sent by post) 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.

10.3 Any notice given by either party under the provisions of Condition 10.2 shall if sent by post be deemed to have been received 7 days after posting and if sent by electronic or facsimile transmission (provided that a confirmatory copy is sent by post) to have been received instantaneously.

10.4 No waiver by the Company 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.

10.5 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 thereby.

10.6 These Conditions shall be governed and interpreted in all respects in accordance with the law of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

10.7 These Conditions (together with any special terms and conditions agreed in writing between the Company and the Customer) and the Air Way Bill constitute the entire agreement between the Company and the Customer, supersede any previous agreement or understanding and may not be varied except in writing by the Company and the Customer. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.