

TERMS & CONDITIONS

1. APPLICATIONS OF TERMS & CONDITIONS:

The terms and conditions hereof set forth between Palletline Logistics (Midlands) Ltd and the customer with respect to services are correct at time of print and will be subject to change without prior notification, although we will endeavour to give prior notification where possible.

2. DELIVERY & COLLECTION:

Palletline Logistics will use its reasonable endeavour to meet its quoted delivery/collection dates, but shall not be liable for delay in delivery arising from whatever cause. No claims whatsoever can be accepted for "standing time" or "lost production time" or any other consequential loss due to late delivery of products or shipments. In addition, it is the customer's responsibility to provide the following information prior to collection.

- a) The customer shall pre-advise Palletline Logistics by fax no later than 12.00pm on the day of collection to guarantee the uplift of product.
- b) Full and complete details of all consignments must be notified, including full postal address, service level required and weight.
- c) The customer shall use a good quality wood or metal base capable of carrying the load intended. No claims can be accepted due to the pallet base collapsing if the quality of the base is inadequate.
- d) The customer must ensure that the goods are adequately secured to the pallet and security taped where appropriate. In addition, the goods must be stacked securely and safely adhering to the pallet definitions as stated below.
- e) The pallet must be clearly identifiable as to the destination address. No claims can be entertained if misrouted due to insufficient pallet identification.

- f) Any deliveries which cannot be delivered or are refused and are rescheduled for re-delivery at a later time will be charged accordingly above the original schedule pallet rate and/or quotation.
- g) Any collections requested which, due to no fault of our own, cannot be collected from the address given, will incur a wasted journey charge which will be invoiced separately as an additional invoice.

3. PALLET DEFINITION:

Products on a wood or metal base to the approximate size of 1.22m x 1.22m x 2.00m high or smaller. Any pallets in excess of these dimensions may be subject to oversize pallet surcharges (see below) unless agreed in writing between both parties.

The maximum weight per pallet is 1250 kilos. Pallets in excess of this will be charged at the oversize pallet surcharges (see below).

Tail-lift deliveries are subject to maximum height pallets of 1.8m and maximum pallet weights of 1000 kilos.

4. DELIVERY DEFINITION:

24hr: Delivery made the next normal working day following collection between the hours of 9.00am and 5.00pm. Deliveries outside these hours are subject to arrangement and may incur a surcharge.

48hr: Delivery made either the next normal working day following collection or the next normal working day after. Unless specified this will be at the discretion of the delivering Palletline member.

72hr: Same as 48hr but may be the third normal working day after collection.

5. SURCHARGES:

All timed deliveries between the hour of 9.00am and 9.59am will carry a surcharge of £15.00 per consignment, this includes requests for "booking in" which fall into these times, unless otherwise agreed between both parties. Deliveries prior to 9.00am are subject to arrangement.

All timed deliveries between the hour of 10.00am and 5.00pm will carry a surcharge of £10.00 per consignment, this includes requests for "booking in" which fall into these times, unless otherwise agreed between both parties. Deliveries after 5.00pm are subject to arrangement.

All AM deliveries between the hours of 9.00am and 1.00pm will carry a surcharge of £5.00 per consignment unless otherwise agreed between both parties. Deliveries prior to 9.00am are subject to arrangement and will constitute a timed delivery.

All Saturday deliveries are charged at double the first pallet rate. i.e. one pallet is charged as two, two pallets as three, etc.

All Tail-lift deliveries carry no surcharge, however the maximum weight must be no more than 1000 kilos and the maximum height must be no more than 1.8m.

All oversize pallets (whether in size or weight) will be charged as an additional pallets or pallets dependant on size and weight.

All "Handball" deliveries are free of charge for the first pallet and charged at £10.00 per pallet thereafter.

All invoices can and will, when the market dictates, incur a fuel surcharge which will be calculated at the time of invoicing. The charge will be in line with our fuel surcharge scale (copy available upon request). Although we will endeavour to keep these charges to a minimum they can and will change without prior notice.

6. GOODS IN TRANSIT INSURANCE

All goods carried will be subject to R.H.A. conditions of carriage 1998 (copy available upon request) up to a value of £1,300 per tonne maximum. It is important to remember that a 100 kilo pallet will only be covered to £130 and not £1300. Additional coverage can be obtained via Palletline Logistics, up to a value of £10,000 per tonne maximum, and is subject to the usual conditions and possibly a surcharge in cost. All requests for additional coverage must be made in writing to the Operations Manager or General Manager and are subject to confirmation by writing before coverage can commence.

All goods stored will be subject to R.H.A. conditions of carriage 1998 or subsequent issue (copy available upon request) up to a value of £100 per tonne maximum. As above it is important to remember that a 100 kilo pallet will only be covered to £10 and not £100. Additional coverage can be obtained via Palletline Logistics and is subject to the usual conditions and possibly a surcharge in costs.

All requests for additional coverage must be made in writing to the Operations Manager or General Manager and are subject to confirmation by writing before coverage can commence.

All goods destined for/or from overseas will be subject to C.M.R. conditions of carriage.

7. CLAIMS:

Palletline Logistics shall not be liable for damage to the whole or any part of the consignment, or physical loss, miss-delivery or non-delivery of part of the consignment unless advised verbally within seven working days and the claim is made in writing within fourteen working days after the termination of transit.

No claims can be entertained unless the receipt signature on the delivery note is clausured.

No claims can be entertained if the delivery note is clausured "unchecked".

8. PAYMENT TERMS:

Payment terms are strictly 30 days following the end of month in which the invoice is dated. Palletline Logistics reserves the right to retract credit facilities if the customer fails to adhere to the above payment terms. All monies exceeding our credit terms and conditions may become subject to interest charged at 3% above the base rate currently applicable at our bankers namely "The Royal Bank of Scotland". Palletline Logistics reserve the right to exercise a lien on a customer's goods in the event of non payment of any monies due to Palletline Logistics by that customer.

PLEASE NOTE:

All economy deliveries to the Channel Islands, Scottish Isles, Scottish Highlands, Southern Ireland (except Dublin) and the Isle of Man are subject to a delivery period of up to four days and not the customary two days. Any freight destined overseas will be subject to the delivery period as quoted at the time of application.

Terms & Conditions as of this 1st day November 2006