



## **Terms And Conditions**

### **1. Definitions:**

'Consignee' means the person to whom the Customer has authorised the Goods to be consigned;

'Customer' means the person whose name appears overleaf;

'Dangerous Goods' means in the opinion of RFS those Goods that constitute a risk to other goods, property, life or health;

'Force Majeure' means in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, any strike, lock-out or other form of industrial action;

'Goods' means those listed in the Quotation property list/Shipping Request Form;

'Insurance Option' means the cover for your Goods provided under clause 8 below.

'RFS means' RF Shipping Limited;

'Total Value of Shipment/Total Value of Goods to be Shipped' means the total value of the goods as confirmed and agreed by the Customer in the Quotation/Shipping Request Form overleaf, being the true replacement value.

### **2. Contracting parties**

Unless otherwise agreed in writing, the Customer warrants that he is the legal owner of the Goods or authorised agent of the legal owner and is fully authorised to enter into this Agreement.

### **3. Warranties**

The Customer warrants that: (i) the value of the Goods do not exceed the Total Value of Shipment/Total Value of Goods to be Shipped; (ii) the Description of the Goods is both full and accurate; (iii) the Goods do not constitute Dangerous Goods.

### **4. Liability**

RFS excludes all liability in respect of loss or damage relating to the Goods, including consequential loss, lost profits or business interruption, caused by normal perils which shall include fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles, whether by its negligence or otherwise, its agents and/or employees.

### **5. Lien on the Goods**

RFS shall retain a general lien over any of the Goods in its possession or control for any sums due from the Customer on any account whatsoever and RFS shall be entitled to charge for any storage charges and other fees incurred until such sum has been paid. In the event that the Consignee does not take delivery of the goods within 3 months of the due date of Delivery and the Customer fails to collect the Goods or RF is prevented by the Customer for any reason from returning the Goods to the Customer, RF may sell the goods and use the proceeds to recoup any sums due which shall include all costs incurred for storage, sale and removal. Any balance of the proceeds shall be returned to the Customer but no interest shall accrue on the same. Before the Goods are sold, RF shall give the Customer 2 months notice in writing which shall give particulars of the location of the Goods, the total sums due and that the Goods shall be sold at the end of the notice period without further notice to the Customer.

### **6. Collection and Delivery**

On collection or delivery of the Goods, the Customer shall sign a collection note confirming the Goods to be transported and the designated address of the Consignee. In the event that the Consignee fails to take delivery of the Goods, RFS shall be entitled to store the Goods and the Customer shall be liable to pay any such storage charges incurred by RFS, and any other charges incurred in re-delivering the Goods or returning the Goods to the Customer.

### **7. Payment and Charges**

Charges shall become payable within 7 days of the signing of this Agreement unless otherwise agreed in writing. The Customer shall be liable to pay all fees, freight charges, administration expenses and duties on demand.

### **8. Insurance Option**

In the event that the Customer takes up the Insurance Option RFS, upon receipt of payment under the clause 7 above, will take out and maintain a contract of insurance providing cover to the Customer's Goods in accordance with the attached policy summary of terms. If loss occurs which may give rise to a claim under such insurance cover, RFS shall notify its insurer within seven days of receipt from the Customer of written notification of the claim, completed by the Customer in the standard form supplied by RFS on request. The Customer must submit the completed claim form promptly following a loss, or circumstances which may result in a claim. In the event of any such claim, the Customer agrees to provide any information as requested by the insurer, or any person appointed by the insurer to investigate the claim, and RFS may send to the Customer copies of any correspondence with the insurer in relation to the claim. In the event that the claim is made by RFS under its insurance cover, RFS shall pay or arrange to pay that part of any proceeds of the claim that relate to the loss, over to the Customer. RFS is under no obligation to commence legal proceedings or threaten the same in relation to any such claim. The Customer shall use due diligence and best endeavours in all matters relating to the claim whether before or after a loss, and must take all reasonable precautions to prevent any injury, loss or damage. Charges under clause 7 above include RFS taking out and maintaining its insurance policy. RFS does not provide any advice concerning its insurance cover and it is for the Customer to read the policy summary of terms and to decide if it is adequate.

### **9. Termination**

RFS may terminate this Agreement forthwith by notice in writing to the Customer if the Customer commits any breach of this Agreement or is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of RFS means that the Customer may be unable to pay its debts.

### **10. Force Majeure**

If either party is affected by any circumstances beyond the reasonable control of that party including, without limitation, any strike, lock-out or other industrial action, it shall promptly notify the other party of the nature and extent of the circumstances in question. Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

### **11. General - Entire Agreement**

This Agreement contains the entire understanding between the parties and any variation of or addition to or deletion from the provisions of this Agreement shall not be effective unless the same have been reduced into writing and signed by or on behalf of the parties hereto by persons duly authorised.

#### **Nature of relationship**

Nothing in this Agreement is intended to nor shall create any partnership joint venture or agency the parties being with respect to one another independent contractors. RFS reserves the right to alter, add or amend these Terms and Conditions at any time by notifying the Customer in writing.

#### **Notices**

Any notice to be served under this Agreement shall be in writing and served upon the recipient at its address set out herein either by hand or by first class post or facsimile and shall be deemed served 48 hours after posting if sent by post on delivery if delivered by hand and on completion of transmission if sent by facsimile.

#### **Severance**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

#### **Jurisdiction and law**

This Contract is made in England and the construction validity and performance of this Agreement shall be governed in all respects by English Law and each party hereby submits to the exclusive jurisdiction of the Courts of England.