

# Primeline Logistics

## Conditions of Carriage

**Primeline Logistics** (herein after referred to as 'the Carrier') is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised to do so in writing by a Director of the company.

These Conditions of Carriage shall be read together with the Carrier's Terms and Conditions of Sale and the two documents shall together form one contract between the Carrier and the Trader. In the event of any conflict between these Conditions of Carriage and the Carrier's Terms and Conditions of Sale, the latter shall prevail.

### **1. Definitions**

In these Conditions:

"Trader" means the customer who contracts for the services of the Carrier

"Contract" means the contract of carriage between the Trader and the Carrier

"Consignment" means goods in bulk or contained in one parcel, package or container, as the case maybe, or any number of separate parcels, packages or containers sent at one time in one load by or for The Trader from one address to one address.

"Dangerous Goods" means:

- (a) goods which are specified in the special classification of dangerous goods issued by the Client or which, although not specified therein, are not acceptable to the Client for conveyance on the ground of their dangerous or hazardous nature,
- (b) goods which, although not included in (a) above, are of a similar kind.

### **2. Parties and Sub-Contracting**

- (1) The Trader warrants that he is either the owner of the goods in any Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.
- (2) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose for fulfilling the Contract in whole or in part and the name of every such other carrier shall be provided to the Trader on request.
- (3) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and such other carrier's servants and agents and every reference in Conditions 3-17 inclusive here of to "The Carrier" shall be deemed to include every such other carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability so the Trader or any other party than is the Carrier hereunder.

### **3. Dangerous Goods**

If the Carrier agrees so accept Dangerous Goods for carriage, such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed and labeled in accordance with any statutory regulations for the time being in force for carriage by road.

The Trader shall indemnify the Carrier against all loss, damage or injury however caused arising out of the carriage of any dangerous goods, whether declared as such or not, save where death or personal injury has resulted from the negligence of the Carrier

### **4. Loading and Unloading**

- (1) When collection or delivery takes place at the Trader's premises the Carrier shall not be under any obligation to provide any plant, power, or labour in addition to the Carrier's carmen, required for loading or unloading at such premises.
- (2) The Carrier shall not be required to provide service beyond the usual place of collection or delivery hut if any such service is given by the Carrier is shall be the sole risk of the Trader who shall indemnify the Carrier against all claims and demands whatever which could not have been made if such service had not been given.
- (3) (a) Goods requiring special appliances for unloading from the vehicle by which they are carried are accepted for carriage only on condition that such appliances are made available by the Trader at destination.  
(b) When the Carrier is, with out prior arrangement in writing with the Trader, called upon to load or unload goods requiring special appliances (or loading or unloading, the Carrier shall be under no liability whatever to the Trader for any damage whatever however caused, arising out of such loading or unloading and the Trader shall indemnify the Carrier against all claims and demands whatever which could not have been made if such assistance had not been given.

### **5. Consignment Notes**

The Carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall 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 the Carrier.

### **6. Transit**

- (1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection near the Carrier's premises.
- (2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the consignee's address within the customary cartage hours of the district. Provided that:
  - (a) if no safe and adequate access or no adequate unloading facilities exist then transit shall be deemed to end as the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the consignee; and
  - (b) When for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await orders' or 'to be kept till called for' or upon any like instructions and such instructions are not given or the Consignment is not called for and removed, within a reasonable time, then transit shall be deemed so end.

### **7. Undelivered or Unclaimed Goods**

Where the Carrier is unable for any reason to deliver a Consignment so the consignee or as he may order or where by virtue of the proviso to Condition 6 (2) hereof transit is deemed to be at an end, the Carrier may sell the goods and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the goods shall (without

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prejudice to any claim or right which the Trader may have against the Carriers otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such goods, their carriage and storage.

Provided that:

- (a) the Carrier shall do what is reasonable to obtain the value of the Consignment and
- (b) the power of sale shall not be exercised where the name and address of the sender or of the consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or if the name and address of the sender is not known, to the consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions are given for their disposal.

### 8. Carrier's Charges

- (1) The Carrier's charges shall be payable by the Trader without prejudice to the Carrier's rights against the consignee or any other person. Provided that when goods are consigned 'carriage forward' the Trader shall not be required to pay such charges unless the consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- (2) Except where a quotation states otherwise all quotations based on a tonnage rate shall apply to the gross weight unless:
  - (a) the goods exceed 4 cubic metres in measurement per metric ton, in which case the tonnage rate shall be computed upon and apply to each measurement of 4 cubic metres or any part thereof, or
  - (b) the size or shape of a Consignment necessitates the use of a vehicle of greater carrying capacity than the weight of the consignment would otherwise require, in which case the tonnage rate shall be computed upon and apply to the carrying capacity of such vehicles is reasonably required.
- (3) Charges shall be payable on the expiry of any time limit previously stipulated. In compliance with the Late Payment in Commercial Transactions Regulations 2012, the Customer shall pay to the Company the Flat Rates for compensation for recovery costs (as defined therein) and interest on any overdue amount (including VAT) at a rate of 8% per annum above the main refinancing rate of the European Central Bank, from the due date for payment until payment, calculated on a daily basis and compounded monthly. Interest will be payable both before and after judgment.
- (4) A claim or Counter claim shall not be made the reason for deferring or withholding payment of monies payable, or liabilities incurred to the Carrier

### 9. Liability for Loss and Damage

- (1) The Trader shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Trader has agreed in writing that the Carrier shall not be liable for any loss or misdelivery of or damage to goods however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier
- (2) Subject to these Conditions the Carrier shall be liable for:
  - (i) loss or misdelivery of or damage to livestock, bullion, money, securities, stamps, precious metals or precious stones only if
    - (a) the Carrier has specifically agreed in writing to carry any such items and
    - (b) the Trader has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carrying of the said items and
    - (c) the loss, misdelivery or damage is occasioned during transit and results from negligent act or omission by the Carrier;
  - (ii) any loss or misdelivery of or damage to any other goods occasioned during transit unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of,
    - (a) act of God;
    - (b) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, or destruction of or damage to property by or under the authority of any government or public or local authority;
    - (c) seizure or forfeiture under legal process;
    - (d) error, act, omission, mis-statement or mis-representation by the Trader or other owner of the goods or by servants or agents of either of them;
    - (e) inherent liability to wastage in bulk or weights, latent defect or inherent defect, vice or natural deterioration of the goods;
    - (f) insufficient or improper packing;
    - (g) insufficient or improper labeling or addressing;
    - (h) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
    - (i) consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.
- (3) The Carrier shall not in any circumstances be liable for loss or for damage to goods after transit of such goods is deemed to have ended within the meaning of Condition 6 (2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier

### 10. Fraud

The Carrier shall not in any circumstances be liable in any respect of a Consignment where there has been fraud on the part of the Trader or the owner of the goods or the servants or agents of either in respect of that Consignment, unless the fraud has been contributed by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

### 11. Limitations of Liability

- (1) Except as otherwise provided in these Conditions the liability of the Carrier in respect of loss or misdelivery of or damage to goods shall in all circumstances be limited as follows:
  - (a) where loss, misdelivery or damage, however sustained, is in respect of the whole of the Consignment to a sum calculated at the rate of €1.20 per kilo and not the gross weight of the Consignment or, where applicable the tonnage computed in accordance with Condition 8 (2) (a) or (b) hereof;
  - (b) where loss, misdelivery or damage however sustained, is in respect of part of the Consignment, to the proportion of the sum ascertained in accordance with (1) (a) of this Condition which the actual value of that part of the Consignment bears to the actual value of the whole of the Consignment.
- Provided that:
  - (i) nothing in this Condition shall limit the liability of the Carrier to less than the sum of €50;
  - (ii) the Carrier shall be entitled to require proof of the value of the whole of the Consignment and of any part thereof lost, misdelivered or damaged;
- (iii) the Trader shall be entitled at any time prior to commencement of transit to give seven days' written notice to the Carrier requiring that the

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forementioned €1.20 per kilo increased but not so as to exceed the value of the Consignment and in the event of such notice being given the Traders shall within the said seven days agree with the Carrier an increase in the carriage charges in consideration of the said increased limit.  
(iv) the Carrier shall not in any circumstances whatever be liable for loss of profit to Business or Production or for any similar loss or damage however arising or any indirect or consequential loss or damage howsoever caused.

### 12. Indemnity to the Carrier

The Trader shall indemnify the Carrier against.

- (1) all consequences suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses, and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, mis-statement or misrepresentation by the Trader or other owner of the goods or by any servant or agent of either of them, insufficient or improper packing, labeling or addressing of the goods or fraud as in Condition 10.
- (2) all claims and demands whatever by whoever made in excess of the liability of the carrier under these Conditions;
- (3) all losses suffered by and claims made against the Carrier in consequence of loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Trader as such;
- (4) all claims made upon the Carrier by Customs and Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

### 13. Time Limits for Claims

The Carrier shall not be liable for:

- (1) loss from a parcel, package or container or from an unpacked Consignment or for damage to a Consignment or any part of a Consignment unless he is advised thereof in writing otherwise than upon a consignment note or delivery document within seven days, and the claims made so writing within fourteen days after the termination of transit;
- (2) loss, misdelivery or non-delivery of the whole of a Consignment or of any separate parcel, package or containers forming part of a Consignment unless he is advised of the loss, misdelivery or non-delivery in writing otherwise than upon a consignment note or delivery document within twenty-eight days, and the claim is made in writing within forty-two days after the commencement of transit.  
Providing that if the Trader proves that:
  - (a) it was not reasonably possible for the Traders to advise the Carriers or make a claim in writing within the time limit applicable and
  - (b) such advice or claim was given or made within a reasonable time,the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

### 14. Fragile Goods

The Carrier reserves the right by written notice given at any given time to exclude liability for damage to Consignments of a fragile, cast or brittle nature, scientific instruments, electrical equipment, glass or similar goods which will then be carried at the Traders own risk.

### 15. General Lien

The Carrier shall have a general lien against the owner of the goods for any monies whatever due from the Trader or such other owner to the Carrier. If any such lien is not satisfied within a reasonable time the Carrier may as his absolute discretion sell the goods, or part thereof, as agent for the owner and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the goods and shall, upon accounting so the Trader for any balance remaining, be discharged from all liability whatever in respect of the goods.

The Carrier shall also benefit from the terms of the Retention of Title set out in Condition 49 of the Carrier's Terms and Conditions of Sale.

### 16. Unreasonable Detention

The Trader shall be liable for the cost of unreasonable detention of any vehicle, trailer, container or sheet bus the rights of the Carrier against any other person in respect thereof shall remain unaffected.

### 17. Computation of Time

In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

### 18. Impossibility of Performance

The Carrier shall be relieved of its obligation to perform the Contract to the extent that the performance thereof is prevented by failure of the Trader, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Carrier

### 19. Special Conditions of Carriage

- (1) Goods to and from Container Base, Docks, and Airports may be subject to a surcharge.
- (2) Carriage paid unless otherwise agreed in writing.
- (3) When delivery of goods cannot be effected by default of sender or consignee additional charges will be raised for Carriage back to the depot and for each subsequent attempt to deliver
- (4) Goods accepted under CMR regulations only on the condition that prior arrangement has been made with our Head Office.
- (5) The weights of packages sent at any time from a Consignor to one consignee may be totalled together and charged at the rate for the whole Consignment provided that only one Consignment note is used.
- (6) All Consignments to destinations requiring delivery appointments may be subject to surcharge.
- (7) Unpacked or insufficiently packed goods are accepted at Owners Risk only.

**PAYMENT IS REQUIRED WITHIN 30 DAYS OF DATE OF INVOICE**