

EXPRESS TRAILERS LIMITED

UNIFIED STANDARD TERMS AND CONDITIONS FOR THE CARRIAGE OF GOODS

GENERAL

Express Trailers Limited (the “Company”) is a limited liability company incorporated under the laws of Malta and registered in the Maltese Registry of Companies with the company number C4278.

The Company operates in various sectors providing a number of different services which, up to 31st December 2012, were provided by separate companies which formed part of the same group of companies – the Express Group of Companies. These activities include the international carriage of goods by road, air, or sea, domestic haulage, warehousing, customs clearance and other ancillary services.

By placing an order with the Company for the Company to provide you with a service you are deemed for all intents and purposes of law to have read, understood and accepted these terms and conditions. These terms and conditions will apply to the services contracted by you, in full or in part, depending on the services contracted by you.

The following is an indicative list of the services covered by these terms and conditions:

1. **International Carriage of Goods by Road (Trailer Operations)**
2. **International Carriage of Goods by Sea (Container Operations),**
3. **International Carriage of Goods by Air**
4. **Multimodal Means of Transport**
5. **Local Haulage**
6. **Carriage of Personal Effects**
7. **Warehousing, Customs Clearance and ancillary services**

These terms and conditions are divided into three parts. Part 1 regulates all the services provided by the Company in relation to the carriage of goods, with the exception of the carriage of Personal Effects; Part 2 regulates the service of the carriage of personal effects provided by the Company; Part 3 regulates the ancillary services of Warehousing, Distribution, Logistics and Customs Clearance provided by the Company.

The Company reserves the right to update and amend these Terms and Conditions from time to time without prior notice. It is your responsibility to read the terms and conditions prior to placing an order with the Company. When you place an order with the Company you are considered, for all intents and purposes of law, to have read, understood and accepted these Terms and Conditions.

PART 1 - THE CARRIAGE OF GOODS AND RELATED SERVICES

STANDARD TRADING TERMS & CONDITIONS

The Customer's attention is drawn amongst others to the Paramount Clauses, the clauses which exclude or limit the Company's liability, require the Customer to indemnify the Company in certain circumstances, those which impose time restraints, especially in relation to claims, and those relating to the issuing of effective insurance.

The heading of clauses in these Terms and Conditions is for indicative purposes only.

1. Application and Paramount Clauses

(A) Subject to Sub-Paragraph (B), (C), (D), (F) and (G) below, all and any activities of the Company within the scope of these terms and conditions, in the course of business whether gratuitous or not are undertaken subject to these Conditions. No servant or agent of the Company may waive or vary any of the terms hereof unless this is done in writing and is authorised by a Legal Representative of the Company.

(B) The international carriage of goods by road, i.e. the carriage of goods by trailer, or other means as defined in and falling within the scope of the [Convention for the International Carriage of Goods by Road \(CMR\)](#), which has been incorporated into Maltese law by virtue of Chapter 486 of the Laws of Malta, for reward, is regulated by the said Convention, to the exclusion of these terms and conditions, except in so far as these Terms and Conditions contain clauses which are not incompatible with, and are more advantageous to the Company than, the provisions of the said Convention. If for any reason the said Convention is found not to apply to the whole, or any part, of a voyage these standard terms and conditions shall apply to the said whole, or part, of the voyage, subject to paragraph (C) hereunder.

(C) If any legislation is compulsorily applicable to any business undertaken by the Company, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any clause or part of these Terms and Conditions be repugnant to any extent to such legislation, such clause or part of these Terms and Conditions shall, as regards such business, be overridden by the said legislation to that extent and no further.

(D) Where a document bearing a title of or including "bill of lading" (whether or not negotiable), or "waybill" is issued by or on behalf of the Company and provides that the Company contracts as carrier, the provisions set out in such document shall regulate the relationship of the parties in addition to these terms and conditions, but where an inconsistency arises between the terms and conditions herein and the provisions laid down in such other document as aforementioned, the terms and conditions found herein shall prevail so that in such instance the inconsistent clauses reported in such other

document shall not be applied to the particular contract of carriage whilst, at the same time, the other clauses in such other document which are not so inconsistent with these terms and conditions will be applied.

(E) Every variation, cancellation or waiver of these terms and conditions must be in writing signed by a Legal Representative of the Company. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of these terms and conditions.

(F) This Part of these Terms and Conditions shall not apply to the Carriage of Personal Effects. Such service is regulated exclusively by Part 2 of these Terms and Conditions.

(G) Where warehousing, customs clearance, logistics and other ancillary services are provided by the Company either in connection with the service of the carriage of goods, or independently, additional terms and conditions may apply over and above the Terms and Conditions laid down under this Part, as indicated in Part 3 of these Terms and Conditions and/or communicated to the Customer prior to the latter placing its order for the said services.

Definitions

2. In these Conditions –

1. **“The Company”** shall mean **Express Trailers Limited**.

2. **“The Owner”** means the Owner of the Goods (including any packaging, containers, receptacles or equipment in which the Goods are contained) to which any business concluded under these Conditions relates and any other Person who is or may acquire a title or interest over or in them.

3. **“Customer”** means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services and includes the successors and assignees of such person.

4. **“Consignee”** means the Person to whom the Goods are to be delivered.

5. **“Goods”** means the cargo to which any business concluded under these Terms and Conditions relates, including where the meaning so infers, the packaging, container and/or other receptacle or equipment in which the cargo is placed.

6. **“Person”** means any natural or legal Person(s).

7. **“Dangerous Goods”** means goods which are officially classified as hazardous, goods which are or may become dangerous, inflammable, radioactive, or noxious, goods of a damaging nature and, or goods likely to harbour or encourage vermin or other pests.

8. **“Goods of High Value”** shall include but not be limited to bullion, precious stones, bank notes or coins, bonds, negotiable instruments or securities of any kind, cigarettes, spirits, precious metal objects, precious jewellery, valuable works of art, antiques, historical artefacts and bloodstock, computers/hand held electronic products/mobile telephones (and electronic components of these)

9. **“In writing/written”** shall mean and include *inter alia* any telegram, telex, facsimile, e-mail, handwriting, processed or typewritten text.

Except where the context otherwise requires, words denoting the singular include the plural and the masculine include the feminine and vice versa. The terms “he”, “she” and “it” are used interchangeably when referring to a Person.

Customer as Owner

3. The Customer warrants that he is and shall be deemed to act either as the Owner or the authorized Agent of the Owner and is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner.

Conditions to bind Owner, Consignee and their agents

- 4.1 In entering, or where applicable authorising the Customer to enter, into any Contract with the Company and/or in accepting, or where applicable authorising the Customer to accept, any document issued by the Company in connection with such Contract, the Owner and/or Consignee shall be deemed to accept and be bound by these Conditions, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.
- 4.2 It shall not be incumbent on the Company to ensure that, where a Customer presents itself as acting as an Agent of a third party, such third party has validly authorised the Customer to act on its behalf. The said third party will be bound by these Terms and Conditions regardless of the proper and valid authorisation granted to the Customer to enter into the Contract with the Company on its behalf.

The Company

Company as Agent or Principal

5. (A)The Company’s main business is to act as agents of Customers in obtaining carriage and cargo handling services from other parties for Customers’ goods; however, the Company shall be entitled to procure any of its services either as an Agent or to provide those services as a Principal in accordance with these terms and conditions.

(B) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not of itself determine whether any such service(s) is (are) to be arranged by the Company acting as Agent or acting as a Principal.

(C) The indication of the Company as shipper or consignee on any Bill of Lading or other transport document or contract of carriage, including groupage contracts, shall not be taken to imply that the Company acts as Principal in relation to the Customer or third parties.

(D) When acting as an Agent the Company does not make or purport to make any Contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with Third Parties so that direct contractual relationships are established between the Customer and such Third Parties and the Company shall not be responsible for the acts or omissions of such Third Parties.

(E) The Company shall, on the Customer's demand, provide evidence of any contract entered into as Agent for the Customer, and if the Company fails to observe this obligation, it shall be deemed to have contracted with the Customer as a Principal for the performance of the Customer's instructions. All matters contained in the agreement(s) with the said Third Parties which are deemed by the Company to be of a confidential nature may be blanked out by the Company when providing the Customer with copies of the said agreement(s).

(F) The Customer shall indemnify the Company for all and any costs or liabilities which the Company may incur while acting as the Customer's agent.

Company as Agent

6. When and to the extent that the Company in accordance with these Terms and Conditions is acting as an Agent on behalf of the Customer, the Company shall be entitled and the Customer shall be deemed to have expressly authorized the Company, to enter into Contracts on behalf of the Customer –

(A) for the carriage of goods by any route or means or person;

(B) for the storage, packaging, transshipment, loading, unloading or handling of the goods by any person at any place and for any length of time;

(C) for the carriage or storage of goods in or on transport units as defined in Clause 19(C) and with other goods of whatever nature; and

(D) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer.

Company as Principal

7. When and to the extent that the Company has contracted as Principal for the performance of any of its services:-

(A) It undertakes to perform and/or in its own name to procure the performance of those services, and subject always to the totality of these Conditions and, in particular, to Clause 1 and Clauses 26-29 hereof, accepts liability for loss or damage to goods taken into its charge occurring between the time when it takes the goods into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the goods.

(B) Notwithstanding any other clause, the Customer agrees that the Company shall be entitled, at the Company's option, to the benefit of more favourable conditions applicable under any contract or sub-contract of carriage to the exclusion of these terms and conditions. In this regard the Company shall, forthwith, inform the Customer and upon the Customer's demand, furnish the latter with a copy of the said document in the event that the conditions applicable under any such contract materially differ from these terms and conditions. Without prejudice to any other clause, the Company shall act diligently when entering into any contract or sub-contract of carriage with third parties for the carriage of the Customer's goods.

(C) The Company shall be entitled to establish the route and other issues relating to the carriage and delivery of the cargo and is authorized to place the goods on any ship or other means of transport as it may, in its discretion, determine. Notwithstanding anything stated in correspondence or other documents of carriage as to the route or delivery date, no warranties express or otherwise are given by the Company in relation to the delivery or route to be followed.

Liberty in Handling, Storage and Transportation

8. The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

Associated Companies

9. The Company shall be entitled to perform any of its obligations herein by itself or by its associated Companies. In the absence of agreement to the contrary, any Contract to which these Conditions apply is made by the Company on its own behalf and also as Agent for and on behalf of any such associated Company, and any such Company shall be entitled to the benefit of these Conditions.

Special Lien or Privilege and Pledge

10. (A) Without prejudice to the Company's right to a special lien or privilege under the provisions of paragraph (c) of section 2009 of the Civil Code (Chapter 16 of the Laws of Malta) and under Section 308 of the Commercial Code (Chapter 13 of

the Laws of Malta) or other provision of applicable law, the Company shall enjoy a pledge over all the Customer's and/or Owner's Goods, Containers and/or Vehicles and documents relating to goods in its possession, custody or control for all sums due to it, including expenses disbursed to recover such sums, at any time by the Customer and/or Owner in terms of law

(B) The Company shall enjoy a right of retention over the said Goods, Containers and/or Vehicles and documents relating to goods as security for all sums due to it, including expenses disbursed to recover such sums, at any time by the Customer and/or Owner.

(C) The Company may, at any time, dispose of or sell the things pledged if such cannot be preserved without deterioration and/or if the Customer fails to pay all sums due to the Company in relation to the services rendered in relation to such goods, and remains so in default for in excess of 60 days.

Brokerage, Commissions and Allowances

11. The Company, whether acting as agent or as principal, shall be entitled to retain and be paid all agency fees, brokerages, commissions, allowances and other remuneration customarily retained by or paid to Freight Forwarders.

Receipt of Goods

- 12.1 Goods are not received by the Company until the Goods are physically placed in the control of the Company's authorised representative and the Company has issued a written and signed receipt of such Goods,
- 12.2 The Company shall be entitled to refuse to receive any Goods at its discretion where it has reasonable cause to do so, including but not limited to, where the Company is not satisfied about the authenticity, legality and/or origin of the Goods, or where the Company is not satisfied that arrangements have or will be made for the timely payment of the dues that will be owed to the Company and/or the timely collection of the Goods by the Consignee.
- 12.3 If delivery of the goods or any part thereof is not taken by the Customer, Consignee or Owner, at the time and place when and where the Company is entitled to call upon such person to take delivery thereof, the Company shall be entitled to store the goods or any part thereof at the sole risk of the Customer, whereupon the liability of the Company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the Company or any Agent or Sub-Contractor of the Company shall forthwith upon demand be paid by the Customer to the Company.
- 12.4 In addition, and without prejudice, to clause 10(C) above, the Company shall be entitled to sell or otherwise dispose of, as appropriate, at the expense of the Customer, the

Goods held by it if the said Goods are not collected within twenty eight (28) days of the Company issuing a Notice of Arrival or Collection to the Consignee and/or the Customer and/or any other person indicated by the Customer for this purpose.

12.5 Instructions contained in the Customer's bill of lading, waybill, delivery order, or other documents shall entitle the Company to deliver to the bearer thereof notwithstanding that such bill of lading, waybill, delivery order, or other document provides for delivery to a named party or to his order. The Company is entitled to assume that the person presenting such bill of lading, waybill, delivery order or other document is the person lawfully entitled to take delivery. The Company is not required to verify signatures appearing on such bill of lading, waybill, delivery order, or other document.

Insurance

13. (A) No insurance will be effected by the Company except upon express written instructions by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or Underwriters taking the risk. Where the Company is instructed to effect an insurance as aforementioned, it shall not be under any obligation to effect a separate insurance on the goods, but may declare it on any open or general policy held by the Company.

(B) Insofar as the Company agrees to arrange Insurance, the Company acts solely as Agent for the Customer using its best endeavours to arrange such Insurance and does so subject to the limits of liability contained in Clause 29 hereof. Should the insurers dispute their liability for any reason the insured shall have recourse only against the insurers. The Company shall not have any responsibility or liability whatsoever in relation to the insurance.

Instructions Relating to Delivery of Goods

14. (A) Except under special arrangements previously made in writing or under the terms of a written document signed by the Company, any instructions relating to the delivery or release of goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by the Company only as Agents for the Customer where Third Parties are engaged to effect compliance with the instructions.

(B) The Company shall not be under any liability in respect of such arrangements as are referred to under Sub-Clause (A) hereof save where such arrangements are made in writing and accepted by the Company and the Customer acts directly.

(C) Without prejudice to the above, in any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to goods.

Disclaimer

15. Advice and information, in whatever form it may be given, is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.

Goods of High Value, bullion, coins, precious stones, etc.

16. (A) Except under special arrangement previously made in writing the Company will not accept or deal with Goods of High Value, including bullion, coins, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising. If such Goods are delivered without such previous agreement, the Goods may be refused receipt by the Company or stored elsewhere at the Customer's own risk and expense at the sole discretion of the Company.

(B) Without prejudice to the above, the Company's liability shall in no case exceed the limits established in clause 29 below.

(C) The Company may at any time waive its right and exemptions from, and limitations of, liability under Sub-Clauses (A) and (B) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.

Dangerous Goods and Goods requiring temperature control

- 17.1 Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with, and the Customer shall not deliver to the Company or request the Company to take into its care and custody, goods of a dangerous or damaging nature, nor with goods likely to harbour or encourage vermin or other pests, nor with goods liable to taint or affect other goods. If such goods are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other goods, property, life or health, the Company shall where reasonably practicable contact the Customer, but reserves the right at the expense of the Customer to remove, destroy or otherwise deal with the goods and shall not be liable for any damages or losses arising from such action.

- 17.2 Clause 17.1 shall apply *mutatis mutandis* to Goods that require temperature control. In addition, in the case of a temperature controlled container, trailer, vehicle or other

means of transport stuffed by or on behalf of the Customer by a third party, the Customer further undertakes that:

- (i) The Container, Trailer, vehicle or other means of transport has been properly pre-cooled or preheated as appropriate, and;
- (ii) The Goods have been properly stuffed in the container, trailer, vehicle or other means of transport; and
- (iii) Its thermostatic controls have been properly set by the Customer or the third party.

If the above requirements are not complied with the Customer shall assume full responsibility for the Goods and the Company shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Company shall be entitled to refuse receipt of the Goods and/or destroy or otherwise deal with the Goods in its sole discretion at the sole risk and expense of the Customer.

Declaration of Value, Quality and Quantities

- 18.1** Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made except under special arrangements previously made in writing. The mere statement of the value of the goods on any document shall not imply any such special arrangement.
- 18.2** Notwithstanding anything to the contrary contained in the Customer's bill of lading, waybill, delivery order, or other documents, any indicated quantities, weight, values or description of quality relating to the Goods shall be understood as "said to contain" and the Company will not be liable if the actual quantities, weight, values or quality of the Goods collected and/or transported by the Company differs from the Customer's description unless the differences are significant and the Company was in a position and had the means and knowledge to identify the discrepancies.

THE CUSTOMER

Customer's Warranties

- 19.** The Customer is deemed to warrant –
- (A) that the description and particulars of any Goods furnished by or on behalf of the Customer are full and accurate;
 - (B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods;

(C) that where the Company receives the Goods from the Customer already stowed in or on a container, trailer, tanker or any other device specifically constructed for the carriage of goods by land, sea or air (each hereinafter individually referred to as "the transport unit"), the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein or thereon and/or to normal handling and storing;

Dangerous Goods and Indemnity

20. Should the Customer, otherwise than under special arrangements previously made in writing as set out in Clause 17 above, deliver to the Company or cause the Company to deal with or handle goods of a dangerous or damaging nature or goods likely to harbour or encourage vermin or other pests, or goods liable to taint or affect other goods, he shall be liable for all loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.

No Personal Liability of Company's Employees etc.

21. (A) The Customer undertakes that no claim shall be made against any Director, Servant or Employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made to indemnify the Company against all consequences thereof.

(B) In any case, any Director, Servant or Employee of the Company shall be entitled to the same defences and limitations of liability granted to the Company hereunder or under any applicable legislation.

Indemnity

22. The Customer shall save harmless and keep the Company indemnified from and against:-

(A) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer or its agents, or by any act or omission of the Customer or its agents,

(B) Without derogation from Sub-Clause (A) above, any liability assumed or

incurred by the Company when by reason of carrying out the Customer's instructions, or as a result of the Customer's acts or omissions, the Company has reasonably become liable or may become liable to any other party,

(C) Any loss, damage, liability, costs and expenses arising from the Company complying with the requirements of an Authority with regards to the Goods, the nature of the Goods or the defective condition of the Containers, Trailers, vehicles or other means of transport provided by the Customer,

(D) All claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company its Servants, Sub-Contractors or Agents,

(E) Any claims of a General Average nature which may be made on the Company, and this notwithstanding the endorsement or other transfer of any bill of lading or document of title by the Customer to any third party, and

(F) Except to the extent caused by the Company's negligence, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature in respect of the Goods, Dangerous Goods and/or Containers, Trailers, vehicles or other means of transport, levied and for all liabilities, payments, fines, costs, expenses, loss and damage whatsoever incurred or sustained by the Company in connection therewith.

Payment and Interest

23. (A) The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off which right the Customer hereby expressly waives.

(B) Default in payment of any sum when due shall cause all other unpaid sums to be payable forthwith, whatever would otherwise have been their due dates of payment.

(C) In respect of all sums which are overdue the Customer will pay to the Company interest calculated at the rate of 8% per annum or, if higher, the rate equivalent to the overdraft rate of the Company's overdraft with any of the local banks as evidenced by a Bank selected by the Company or any other higher commercial rate allowed by law upon demand by the Company to the Customer.

Customer Always Responsible for Freight and Other Dues.

24. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight, duties, charges or expenses on

receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

General Average

25. Where liability for General Average arises in connection with the Goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

LIABILITY AND LIMITATION

Company's Standard of Care

26. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

Company's Exclusion of Liability

27. The Company shall be relieved of liability, whether in contract or tort, for any loss or damage if and to the extent that such loss or damage is caused by:-

(A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;

(B) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence; or

(C) without prejudice to the generality of the above sub-clauses, by:

- (i) Explosions or Fire, unless caused by the actual fault or privity of the Company.
- (ii) Perils, dangers and accidents of the sea or other navigable waters.
- (iii) Act of God, including floods or storms.
- (iv) Act of war.
- (v) Act of public enemies.
- (vi) Arrest or restraint of princes, rulers or people, or seizure under legal process.
- (vii) Quarantine restrictions.
- (viii) Riots, civil commotion, strikes, lockouts stoppage or resatrain of labour.
- (ix) Saving or attempting to save life or property.

- (x) Wastage in bulk or weight or any loss or damage arising from inherent defect, quality or vice of the goods.
- (xi) Insufficiency of packing or labelling.
- (xii) Insufficiency or inadequacy of marks.
- (xiii) Latent defects not discoverable by due diligence.
- (xiv) Any cause attributable to the Goods, including the nature of the Goods and the defective condition of or overweight Containers or other vehicles in which the Goods are placed by, or on order of, the Customer, or the Customer, including the handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf, and/or other acts or omissions of the Customer or Owner.
- (xv) An act or order of any Court, Tribunal or Public Authority
- (xvi) the Company complying with the instructions given by or on behalf of the Customer or Owner
- (xvii) the breakdown of or failure of any handling equipment of the Company, providing the Company has complied with such testing and maintenance standards for the equipment as are customary in the Company's business and country.
- (xviii) the breakdown of, accident to, failure or interruption of or reduction in the mains electrical supply to the Company, it being agreed that the Company is under no obligation to have available any auxiliary power supply.
- (xix) or other similar events.

Company Not Responsible for Delay

28. Except under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates of Goods.

Company's Limitation of Liability

29. (A) Subject to Clause 1 above and Sub-Clause (D) below the Company's liability howsoever arising, whether in contract or tort, and notwithstanding that the cause of loss or damage be unexplained, shall not exceed:-
- (i) in the case of claims for loss or damage to Goods, the lowest of:
 - a) the value of any Goods (excluding the packaging, container and/or other equipment in which the cargo is placed) lost or damaged, or
 - b) A sum at the rate of two (2) Special Drawing Rights as defined in Chapter 209 of the Laws of Malta (hereinafter referred to as SDR's), per kilo of gross weight of any goods (excluding the packaging, container and/or other equipment in which the cargo is placed) lost or damaged whichever shall be the least.

- (ii) In the case of all other claims, the lowest of:
 - a) Where the weight can be defined, a sum calculated at the rate of two SDR per kilo of gross weight of the subject Goods (excluding the packaging, container and/or other equipment in which the cargo is placed) of the said transaction; or
 - b) Five thousand Euros (Euro 5,000) in respect of any one transaction,

In any case the maximum liability for which the Company will be liable for in 29 (A) above and 29 (B), (C) and (D) below shall in no way exceed the amount of five thousand Euros (Euro 5,000) in total.

For the purposes of Clause 29(A) the value of the goods shall be their value when they were or should have been shipped. The value of SDR's shall be calculated as at the date when the claim is received by the Company in writing.

(B) Subject to Clause 1 above and Sub-Clause (D) of this clause 29, below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of Goods in a reasonable time or (where there is a special arrangement under Clause 28) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to the amount of the Company's charges (i.e. fees to Customer) in respect of the relevant transaction.

(C) Save in respect of such loss or damage as is referred to at Sub Clause (B) of this Clause 29, and subject to Clause 1 above and Sub-Clause (D) of this Clause 29 below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.

(D) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Sub-Clauses (A) to (C) of this Clause 29 above, upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

Notices and Time For Suit

- 30. (A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within fourteen days from the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely

barred except where the customer can show that it was impossible for him to comply with this Time Limit and that he has made the claim as soon as it was reasonably possible for him to do so:

Provided that it shall be the Customer's sole responsibility to ascertain that the goods are delivered in a good condition at the moment of delivery and that the above shall not in any way be construed as enabling the Customer to amend the contents of a clean delivery receipt signed by himself and which clean delivery receipt signifies for all intents and purposes of law that the goods were delivered in a good condition.

(B) Notwithstanding the provisions of Sub-Paragraph (A) above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be instituted against the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

INTERPRETATION AND SEVERABILITY

31. If at any time one or more provisions of any of these terms and conditions, or part thereof, is held to be or becomes invalid, illegal or unenforceable in any respect that provision, or part thereof, shall be severed from the remainder and the validity, legality and enforceability of the remaining terms and conditions shall not be effected or impaired in any way.

JURISDICTION AND APPLICABLE LAW

32. These Conditions and any act or contract to which they apply shall be governed by Maltese Law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the Maltese Courts.

PART 2 – THE CARRIAGE OF PERSONAL EFFECTS

Application

This Part of these terms and conditions applies to the carriage of Personal Effects, including furniture, clothing and cosmetics, irrespective of the mode of carriage used.

“Personal effects” shall mean goods used or intended for use by the person requesting their carriage and not for commercial use or trade.

This Part of these terms and conditions explain the rights, obligations, and responsibilities of all parties to the agreement for the carriage of personal effects. Where we use the word 'you' or 'your' it means the Customer: 'we', 'us' or 'our' means Express Trailers Limited. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 4, 9, 10, 11 and 12 which set out our liability to you for loss of, or damage to, goods and property.

The heading of clauses in these Terms and Conditions is for indicative purposes only.

1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include customs duties and inspections or any other fees or taxes payable to government bodies. Such taxes shall be invoiced by us together with our quoted price for providing the contracted service.
- 1.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our quotation and confirmed by us in writing. These include:
 - 1.2.1 You not accepting our quotation in writing within 28 days, or the work is not carried out or completed within three months.
 - 1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
 - 1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (07.00-15.00hrs) at your request.
 - 1.2.4 We have to collect or deliver goods at your request above or below the ground floor.
 - 1.2.5 If you collect some or all of the goods from our warehouse, in which case we are entitled to make a charge for handing them over to you.
 - 1.2.6 We supply any additional services, including moving or storing extra goods (these conditions will apply to such additional work).
 - 1.2.7 The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 10 metres of the doorway.

- 1.2.8 We have to pay parking or other fees or charges in order to carry out services on your behalf.
- 1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
- 1.2.10 We agree in writing to increase our limit of liability set out in clause 9.1.1
- 1.3 In any such circumstances, adjusted charges will apply and become payable.

2. **Work not included in the quotation**

- 2.1 Unless agreed by us in writing, we will not:
 - 2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fitments or fittings.
 - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
 - 2.1.3 Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a basement, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 5.
- 2.2 Our staff are not authorized or qualified to carry out the above work. We recommend that a properly qualified person is separately employed by you to carry out these services.

3. **Your responsibility**

- 3.1 It will be your sole responsibility to:
 - 3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the actual value of the goods removed or stored is less than the declared value, you agree that our liability under clause 9.1, where applicable, will be calculated on the basis of the actual value. Where the actual value of the goods is higher than that declared by you our liability under clause 9.1 will be calculated, where applicable, on the declared value.
 - 3.1.2 Obtain at your own expense, all documents, permits, permissions, licenses, customs and other documents necessary for the removal to be completed.

- 3.1.3 Be present or represented during the collection and delivery of the removal.
- 3.1.4 Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.
- 3.1.5 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- 3.1.6 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
- 3.1.7 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- 3.1.8 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- 3.1.9 Provide us with a contact address for correspondence during removal transit and/or storage of goods.
- 3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4. **Our responsibility**

- 4.1 When we are tasked with packaging your goods it is our responsibility to deliver your goods to you, or produce them for your collection in the same condition as they were in at the time when they were packed by us.
- 4.2 When we carry goods that have been pre-packed by you or third parties our responsibility is limited to delivering the package in the same manner that it was in when it was collected by us or placed in our care. We shall not take responsibility for the condition of the goods that were packed by you or other third parties and shall not be liable for damages to the goods found within the packaging unless the packaging or other circumstances clearly indicate that the said goods were damaged while they were in our possession.
- 4.3 If we fail to discharge the responsibilities identified in clauses 4.1 and 4.2 we will, subject to the provisions of clauses 9 and 11, be liable under this agreement to compensate you for such failure.

- 4.4 We will not be liable to compensate you where clauses 2.2, 3.2, 5.2 and 5.3 apply unless loss or damage occurred as a result of gross negligence or tort on our part.
- 4.5 If you do not provide us with a declaration of value of your goods, we will not be liable to you for failure to discharge the responsibilities identified in clauses 4.1 and 4.2.
- 4.6 The amount and extent of our liability under this clause shall be determined in accordance with clauses 9 and 11.

5. **Goods not to be submitted for removal or storage**

- 5.1 Unless previously agreed in writing by a director or other authorized company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us:
 - 5.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
 - 5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
 - 5.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 5.1.4 Perishable items and/or those requiring a controlled environment.
 - 5.1.5 Any animals, birds or fish.
 - 5.1.6 Goods which require special licence or government permission for export or import.
- 5.2 If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply.
- 5.3 If you submit such goods without our knowledge we will make them available for your collection and if you do not collect them within a reasonable time we will dispose of any such goods found in the consignment without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us.

6. **Ownership of the goods**

- 6.1 By entering into this Agreement, you guarantee that:

- 6.1.1 The goods to be removed and/or stored are your own property, or
- 6.1.2 The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
- 6.1.3 You will pay us for any claim for damages and/or costs brought against us if either warranty 6.1.1 or 6.1.2 is not true.

7. Charges if you postpone or cancel the removal

- 7.1 If you postpone or cancel this Agreement, we will charge you according to the length of prior notice given in accordance with the below. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
 - 7.1.1 More than 10 working days before the removal was due to start: No charge.
 - 7.1.2 Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge.
 - 7.1.3 Less than 5 working days before the removal was due to start: not more than 60% of the removal charge.

8. Payment

- 8.1 Unless otherwise agreed by us in writing:
 - 8.1.1 Payment is required by cleared funds in advance of the removal or storage period.
 - 8.1.2 You may not withhold any part of the agreed price.
 - 8.1.3 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 8% per annum.

9. Determination of amount of our liability for loss or damage

9.1 *Standard Liability*

- 9.1.1 Subject to clause 3.1.1, the amount of our liability to you in the event of loss or damage to those goods in breach of clause 4 will be determined in accordance with Clauses 9.1.2, 9.1.3 and 11 below, subject to a maximum liability of **30 Special Drawing Rights** for any one item, suite, set or complete case or other container and its contents whichever is the smaller sum to cover the cost of repairing or replacing

that item. We may agree in writing to accept liability for a higher amount, in which case we may impose an additional charge.

9.1.2 In the event of loss of or damage to your goods in breach of clause 4, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of 30 Special Drawing Rights as referred to in clause 9.1.1 (unless we have agreed in writing to a higher amount with you).

9.1.3 Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

9.2 ***Limited Liability***

9.2.1 In the event of loss of or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of 30 Special Drawing Rights as referred to in clause 9.1.1. Your attention is drawn to clause 11 which further limits our possible liability.

9.3 ***For goods destined to or received from a place outside Malta***

9.3.1 We will only accept Liability if you provide us with a detailed valuation of your goods. All other provisions of Clause 9.1 will apply.

9.3.2 We will accept liability for loss or damage:

(a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or

(b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim.

In either circumstance clause 9.1 and 9.2 above will apply.

9.3.3 We do not accept liability for loss of or damage to goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

9.3.4 We do not accept liability for loss of or damage to goods occurring in certain overseas countries, including Gambia, Iran, Iraq, Nigeria, Libya, Lebanon, Angola, Cambodia,

Vietnam, N. Korea and Former States of the USSR, unless we have been negligent or in breach of contract.

10. ***Damage to premises or property other than goods***

10.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:

10.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

10.1.2 If we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed is likely to cause damage, we shall not be liable.

10.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time. If this is not done we shall not be held liable for the damages.

11. ***Exclusions of liability***

11.1 We will not be liable for loss of or damage to your goods as a result of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.

11.2 Unless expressly agreed otherwise in writing, in which case the Limitations of liability mentioned above will apply, we will not be liable for any loss of, damage to, or failure to deliver the following goods :-

11.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones

11.2.2 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

11.2.3 Perishable items and/or those requiring a controlled environment.

11.2.4 Furs exceeding EUR 150.00 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds.

11.2.5 Any animals, birds or fish.

- 11.3 Unless expressly agreed otherwise in writing, in which case the Limitations of liability mentioned above will apply, we will not be liable for any loss of, damage to, or failure to deliver the goods if caused by any of the following circumstances:-
- 11.3.1 By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.
- 11.3.2 Loss or damage arising from ionising radiations or radioactive contamination
- 11.3.3 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack
- 11.3.4 By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
- 11.3.5 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust.
- 11.3.6 By cleaning, repairing or restoring unless we arranged for the work to be carried out.
- 11.3.7 By change to atmospheric or climatic conditions.
- 11.4 We shall not be held responsible for:
- 11.4.1 Indirect or consequential loss of any kind or description
- 11.4.2 Loss of damage to any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.
- 11.4.3 Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by us or our Subcontractor.
- 11.4.4 Electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 11.4.5 Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.
- 11.4.6 Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. Loss or damage sustained by accessories and removable items unless lost with the vehicle
- 11.4.7 Any goods which have a pre-existing defect or are inherently defective.

- 11.5 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.
- 11.6 Our responsibility will cease upon handing over goods from our warehouse or upon completion of delivery (see Clause 12.2 below).
- 11.7 If for any reason whatsoever the exclusions of liability cannot be applied, the limitations of liability mentioned above will apply to the losses or damages sustained.

12. ***Time limit for claims***

- 12.1 For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.
- 12.2 If you or your agent collect the goods, you must notify us in writing of any visible loss or damage at the time the goods are handed to you or your agent.
- 12.3 Notwithstanding clauses 8, 9 and 10 and in addition to clause 12.1 and 12.2 we will not be liable for any loss of or damage to the goods which was not apparent and / or impossible for you to detect at the moment of delivery or collection unless a claim is notified to us, or to our agent or the company carrying out the delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within not more than seven (7) days of delivery of the goods by us or collection of the goods by you.
- 12.4 The time limit for notifying us of your claim may be extended upon receipt of your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld.

13. ***Delays in transit***

- 13.1 Other than by reason of our gross negligence or breach of contract, we will not be liable for delays in transit.
- 13.2 If through no fault of ours we are unable to deliver your goods, we will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

14. ***Our Right to Hold the Goods (lien)***

We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due by you to us (See also Clause 21). These include any charges that we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these terms and conditions shall continue to apply.

15. ***Our right to sub-contract the work***

15.1 We reserve the right to sub-contract some or all of the work to third parties.

15.2 If we sub-contract, then these conditions will still apply.

16. ***Route and method***

16.1 We have the right to choose the method and route by which to carry out the work.

16.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

17. ***Advice and information for International Removals***

We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18. ***Applicable law and Severability***

18.1 These terms and conditions are subject to the laws of Malta and all disputes resulting here from shall be referred for adjudication to the Courts of Malta.

18.2 If at any time one or more provisions of any of these terms and conditions is held to be or becomes invalid, illegal or unenforceable in any respect that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining terms and conditions shall not be affected or impaired in any way.

19. ***List of goods (inventory) or receipt***

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 2 business days of the date of our sending the said document, or if the circumstances necessitate a shorter period, such shorter period as is communicated by us when transmitting the document, notifying us of any errors or omissions.

20. ***Revision of storage charges***

We review our storage charges periodically. **It is your responsibility to check these charges from time to time in order to understand the charges applicable to your service order.**

21. ***Our right to Sell or dispose of the Goods***

21.1 If you delay payment of our charges relating to your goods, and on giving you one month's notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

21.2 In addition, and without prejudice, to the above we shall be entitled to sell or otherwise dispose of, as appropriate, at your sole expense, the Goods if the said Goods are not collected within twenty eight (28) days of our issuing a Notice of Arrival or Collection to you.

Part 3 – Warehousing, Distribution and Logistics

This Part of these Terms and Conditions relates to the services of storage, warehousing Distribution, Handling, Logistics, and/or Customs Clearance rendered by the Company.

This Part of these Unified Terms and Conditions shall apply in addition to the Terms and Conditions found under Part 1 and/or Part 2 of these Unified Terms and Conditions. In case of inconsistency between the Terms and Conditions under this Part and those under Parts 1 and 2 of these Unified Terms and Conditions, the terms and conditions found hereunder shall supersede, insofar as the inconsistency arises, the terms and conditions contained under the said Parts 1 and 2.

SECTION I: ADDITIONAL SPECIFIC CONDITIONS

1.1 In addition to the conditions laid down in Parts 1 and 2 of these standard trading conditions, the Company shall not provide a service to the Customer, where the goods in question are prohibited and/or unlawful under the Laws of Malta and/or any other applicable laws. The Company will be entitled to terminate its engagement immediately without prior notice and without being liable in damages where it discovers that the goods in question are prohibited and/or unlawful under the Laws of Malta and/or any other applicable laws.

1.2 The Customer warrants that the goods in question are not prohibited and/or unlawful in accordance with the Laws of Malta and/or any other applicable laws and indemnifies and holds the Company harmless of any damages that it may be exposed to if the contrary were to result.

1.3 Where the Goods are packed and/or labelled by the Customer or any other person not being the Company, the Customer warrants that the Goods are properly packed and/or labelled in accordance with the Laws of Malta and/or any other applicable laws and indemnifies and holds the Company harmless of any damages that it may be exposed to if the contrary were to result, including damages suffered by the Goods as a result of the improper packing and/or labelling.

1.4 Where the Company is required to submit shipments to customs for clearance, the Company is thereby appointed as the agent for the performance of customs clearance, where applicable or specified as the Consignee for the purpose of designating a customs broker to perform customs clearance. For that purpose, the shipper must provide appropriate documentation for customs clearance in accordance with the respective customs regulations. By providing such documentation, the shipper certifies that all statements and information therein relating to exportation and importation are true and correct. The Company will advance duties and taxes on behalf of the shipper or consignee and may at its sole discretion require appropriate credit arrangements to be made in advance as a condition of clearance and delivery. In the event the Company advances duties and taxes on any given shipment on behalf of the shipper or consignee, a surcharge based on a flat rate or percentage of the total amount advanced will be assessed and communicated to the client. In any event shipper and consignee are jointly and severally liable for, and shall indemnify the Company for all duties and taxes, and

protect, defend and hold harmless the Company against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorney's fees and costs) as a result of the non-compliance to these customs provisions. If the shipper or consignee specifies a customs broker other than the Company or the Company's designated broker and if the shipment is to be released in bond to the broker designated by the shipper or consignee, the Company's delivery commitment is satisfied by notifying the designated customs broker of the availability of the shipment at the destination country. In the event that the designated broker fails to take custody of the merchandise, and the Company is required by laws or regulations to place the cargo in general order or other customs-bonded or supervised storage, shipper and consignee are jointly and severally liable for all charges associated with such storage.

1.5 Where the Company is required to provide customs clearance services, the Customer undertakes:

- a) To submit to the Company truthful documentation necessary for preparation of the customs declaration and arrangement of customs clearance, whereby the Customer is responsible for the correctness and adequacy of the submitted information, including compliance of the quantity and value of the goods in the accompanying documents;**
- b) To assure the correctness and completeness of the data submitted for declaration of the customs value, and authenticity of the documents filed in proof thereof, as well as submitting to the customs any additional information or document needed for estimation of the customs value upon request of the latter;**
- c) To sign the customs value declaration and promptly provide all information requested by the Company and/or the Authorities;**
- d) Not to exploit, burden or dispose of the goods carried over the customs frontier prior to the moment provided for in Customs rules;**
- e) To pay for fines and penalties imposed by public bodies, including customs, for violation of the customs rules and/or any other legislation by the Customer, which have been issued for the Company. The Customer undertakes to pay for tax liabilities from the fines, interest and penalty payments, imposed on the Company.**

1.6 Termination

Where the Company is required to store and/or warehouse the Goods on behalf of the Customer or Consignee and payments by the Customer are up to date, the Company will not end this contract except by giving the Customer three months' notice in writing. If the Customer wishes to terminate its storage contract, it must give the Company the adequate notice as stipulated in the warehousing contract agreed with the client prior to the commencement of the warehousing services. If the Company can release the goods earlier, it will do so, provided that the Customer's account is paid up to date. Charges for storage

and all other services are payable to the date when the notice should have taken effect or the goods collected by or delivered to the Customer, whichever is the latest