

TERMS & CONDITIONS

For clarification of these Terms and Conditions, unless determined otherwise within the text, the following terminology shall have the following meanings.

- (a) The 'Carrier' or 'Courier' means Saturn Distribution Services Ltd.
- (b) The 'Client' means any person, association or Company requesting the Courier to transport a Consignment, and specifically includes any servant, agent or sub-contractor of the Client.
- (c) 'Consignment' means any document, parcel, package, envelope or other items contained in one parcel, envelope or package or any number of separate parcels, envelopes or packages sent at any one time, in one load, at the request of the Client from any one Collection Point to any one Delivery Point.
- (d) 'Collection Point' means any address at which any Consignment is to be collected or received by the Courier.
- (e) 'Delivery Point' means any address to which any Consignment is to be delivered by the Courier including any alternative Delivery Point specified by the Client.
- (f) "'Dangerous Goods'" means dangerous substances as defined in the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 (and any amendment or replacement thereof), explosives, radioactive substances and any other substance presenting a similar hazard or anything the Customer asks the Carrier to deliver that could put the health and safety of other people at risk.

ACCEPTANCE OF TERMS AND CONDITIONS

Any business undertaken by the Courier or any information advice or service supplied by the Courier, is undertaken or provided subject to these Terms and Conditions which shall be the terms of any contract between the Courier and the Client.

These Terms and Conditions subject to and together with any variation agreed in writing between the Courier and the Client shall constitute the entire contract, and shall take precedence over any prior agreement or arrangement, in particular shall operate to the exclusion of any terms and conditions at any time imposed by the Client. On acceptance by the Courier of any Consignment(s) the Client shall be deemed to have accepted these Terms and Conditions.

The Client acknowledges that it has not entered into this agreement relying upon any representation made by or on behalf of the Courier and without prejudice to the generality of the foregoing, the Client has not relied upon any correspondence, statement or sales literature issued by or on behalf of the Courier, either directly or indirectly.

The Courier is not a common carrier and will only transport Consignments subject to these Terms and Conditions. The Courier reserves the right at its absolute discretion to:

- (i) Subcontract any part or parts of a Consignment.
- (ii) Refuse to accept any Consignment (or part thereof) for delivery
- (iii) Deliver the Consignment by any available route

Without prejudice to the provisions contained herein, the Client acknowledges that the Courier is under no obligation to accept Dangerous goods or any Consignment containing Dangerous goods for delivery.

DANGEROUS GOODS

- (I) Except where the Courier has agreed in writing signed by a Director, the Courier does not contract to carry or store dangerous, verminous, infested, contaminated or condemned goods.
- (II) Where the Courier accepts dangerous goods (in this Condition Dangerous goods called 'the Goods') for carriage or storage the Goods will be carried or stored subject to all the foregoing Conditions and subject also to the special Conditions specified and referred to in this Condition and in the event of conflict between the said special Conditions and the foregoing, the special Conditions shall prevail.
- (III) The special Conditions relating to the carriage of the Goods are:
- (IV) At the time of tendering the Goods for carriage or storage the sender shall supply to the Courier a declaration in writing giving adequate and sufficient information in relation to the nature of the Goods and the hazard presented (whether or not required by statute).
- (V) The Goods shall be properly and sufficiently packed and labelled in accordance with any requirements specified by the Courier or otherwise with any statutory regulations in force applicable to the carriage of the Goods including but not limited to the C.P.L. and allied regulations.
- (VI) Any additional Conditions and/or requirements communicated to the Customer by the Courier shall prevail
- (VII) In case of non-compliance with any of the provisions of this Condition:
- (VIII) In any event the Courier shall not be under any liability whatsoever in respect of the dangerous Consignment save in the case of willful misconduct by the Courier in which case liability shall be determined in accordance with these Conditions; and
- (IX) The Customer will be responsible for and indemnify the Courier against loss or damage and claims made upon it for which it may be or become liable in respect of injury to persons or damage to property unless the Customer proves that the loss or damage or injury is due to the willful misconduct of the Courier.
- (X) The Courier may at any time at the sender's sole risk and expense return the whole or any part of the dangerous Consignment to the Customer (who shall

receive it at once) or destroy or otherwise dispose of the whole or any part thereof if the Courier is of the opinion that it is necessary or advisable to do so The Client hereby warrants:

- (i) That the Consignment does not constitute or contain Dangerous goods, or any substance the possession, storage or delivery of which is a criminal offence. Or which is in breach of any provision of any statute, regulation or bye-law in force in any part of the UK, or any jurisdiction to or through which the Consignment is to be delivered.
- (ii) The Client has authority in respect of the Consignment to authorize collection and delivery by the Courier from the Collection Point to the Delivery Point. The Client hereby agrees to indemnify the Courier against any loss, damage claim, cost or expense which the Courier its employees, sub-contractors or agent may incur directly or indirectly as a result of any breach of the warranty given on behalf of or by the Client.

DELIVERIES

The Courier shall use its reasonable endeavors to deliver the Consignment to the Delivery Point within the time specified by the Client. However the time of delivery shall not be of the essence of the contract, unless agreed by the Courier in writing prior to the placing of the Order.

The Courier shall take all reasonable steps to obtain a receipt from the consignee, and such receipt shall be conclusive evidence of the date time and place of delivery.

The Courier shall make one attempt to deliver a Consignment to the Delivery Point within the delivery time specified by the Client. If the Consignment cannot be delivered the Courier will have the option to either make a further attempt to deliver the Consignment to the Delivery Point or to deliver the Consignment to any other Delivery Point specified by the Client, in either event at the Client's cost.

If delivery does not take place under the provisions provided herein, other than by reason of any failure or default of the Courier its employees, agents or sub-contractors or if the Client does not specify an alternative Delivery Point within 24 hours of being requested to do so by the Courier, the Client shall be liable to the Courier for all storage, carriage charges and expense incurred by the Courier between the date on which delivery was first attempted and the date on which delivery is made under the provisions contained herein or the date of sale of the Consignment under other provisions contained herein.

If delivery does not take place under the provisions contained herein, the Courier shall be entitled to dispose of the Consignment, or any part thereof, at any time after giving the Client 7 days written notice of its intention to do so.

The Courier shall be under no obligation to deliver any Consignment as a whole and shall be free in its absolute discretion to make more than one delivery to complete the contract.

ADDITIONAL SERVICES

The Courier shall not be under any obligation to provide any plant, equipment, machinery, power or labour which may be required for loading or unloading the Consignment at the Collection Point or the Delivery Point. Any Consignment or part thereof requiring any special appliance or equipment for loading on to and/or unloading from any vehicle is accepted for carriage only on the condition that the Client has duly ascertained that such appliances are available at the Collection/Delivery points and the Client shall be responsible for the provision and cost of such Appliances or Equipment. Any assistance given by the Courier beyond the usual act of collection or delivery (including without prejudice to the generality of the foregoing the provision of plant, machinery, equipment, power or labour for loading or unloading at the Collection/Delivery points) shall be at the sole risk of the Client. The Client will maintain and keep the Courier indemnified against any damage expense, loss, costs, claims or demands (including without limitations damage to the Consignment or to any property of the Client, the Courier, the consignee or any third party, whether or not arising out of the negligence of the Courier its employees, agents or sub-contractors) arising directly or indirectly from the provision of such assistance.

LIABILITY FOR LOSS AND DAMAGE

Subject to the provisions contained herein, the Courier shall not be liable for any loss mis-delivery, non-delivery or damage to any Consignment unless such loss, mis-delivery, non-delivery or damage has arisen from any willful default by or negligent act or omission of the Courier its employees, agents or sub-contractors.

LIMITATION OF LIABILITY

Subject to provisions contained herein, the liability of the Courier to the Client arising from any loss or damage of any Consignment or non-delivery or mis-delivery thereof, shall be limited to the reasonable market value of the Consignment. Whether such loss, damage or non-delivery or mis-delivery arises by reason of breach of contract or negligence on the part of the Courier or its employees, agents or sub-contractors or otherwise howsoever provided that:

- (i) The liability of the Courier shall in any case be limited to £15,000 in respect of any one Consignment, except where the Client requests an overnight service for delivery to be made the following working day, in which case liability shall be limited to £75 per Consignment.
- (ii) The Courier shall not in any case be liable for any indirect consequential or economic loss or damage incurred by the Client or any third party.
- (iii) The Courier shall not be liable in respect of any loss or damage to any Consignment that cannot be carried within lockable equipment normally provided by any vehicle requested by the Client of the Courier for delivery of such Consignments. Nor if the Consignment is not properly packed or prepared for transit in parcels, envelopes or packages suitable for transit of goods, items or matters of the nature comprising of the Consignment or any part thereof.
- (iv) The Courier shall be entitled to receive written evidence to its reasonable satisfaction of the value of the Consignment claimed damaged or lost.
- (v) The Courier shall not be liable for loss of, or damage to non-delivery or mis-delivery of any cash, notes, stamps, deeds, tickets, cheques, travellers cheques, jewellery, watches, precious metals, works of art or similar valuable articles.
- (vi) The Courier shall not be liable for any loss or damage suffered by reason of:
 - (a) Failure by the Client to properly address the consignment.
 - (b) Delivery of the Consignment in good faith at the Delivery Point to a person claiming to be an employee, agent or sub-contractor of the consignee.
 - (c) Any breach of any warranty given by the Client within provisions contained herein.
 - (d) The inability of the Courier to perform its obligations due to any circumstances beyond the reasonable control of the Courier including (without prejudice to the generality of the foregoing) any strike, lock-out, state of hostilities or climatic conditions.
- (vii) The Courier shall not be liable for any loss of or damage to any Consignment unless the claim is made upon the Carrier in writing
 - (a) Within seven days after completion of the delivery, or
 - (b) In the case of loss, non-delivery or mis-delivery, within fourteen days of acceptance by the Courier of the Consignment concerned.
- (viii) The Courier shall not be liable for any damage to, or deterioration or perishing of goods of a perishable or fragile nature, except where such damage deterioration or perishing occurs by reason of default or neglect on the part of the Courier its employees, agents or sub-contractors and subject always to the provisions contained herein or for reasonable wear and tear incurred during transit or storage.
- (ix) The limit of liability referred to above, shall only apply to loss or damage occurring within the United Kingdom. For deliveries outside UK, liability shall be restricted to the amount recoverable by the Courier and actually recovered (whether under any convention relating to international carriage of goods from time to time in force or otherwise) from the international agent or carrier, chosen at the Courier's absolute discretion, to deliver the Consignment.

The Courier and the Client have freely and openly negotiated this Contract in the knowledge that the liability of the Courier is to be limited in accordance with these Terms and Conditions and the price charged by the Courier has been calculated accordingly. The Client acknowledges that a greater price would be payable but for such limitation. It is intended that these terms and conditions should be reasonable as between the Courier and the Client having regard to the nature of the contract, but if at any time any of them is either unenforceable or void at law it shall not adversely affect or prejudice the remainder of them or the Contract, and it shall be deemed to be excluded from these terms and conditions.

CHARGES

The Client shall in respect of delivery of any Consignment pay the Courier's charges in accordance with the Courier's current tariff of charges within thirty days from the date of the Courier's invoice thereof. The Courier reserves its right to vary its charges from time to time. The tariff of charges is available for inspection by the Client (and a copy will be provided on request) and the tariff shall be deemed to have been inspected by the Client whether or not actually inspected. The Courier reserves the right to withdraw credit facilities at any time.

No quotation or estimate of charges given by the Courier shall bind the Courier, unless expressed in writing to be a fixed quotation with a date to which such fixed quotation shall be valid in which case the quotation or estimate must be accepted by the Client and delivery must take place prior to that date.

The Client shall pay to the Courier VAT on all monies due to the Courier at the appropriate rate in force.

Unless paid within thirty days of the date of invoice, We require payment to terms. Payment must be made on time, in full, and without any deduction, off set or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur additional costs. The additional costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay the outstanding account plus additional costs, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.

All monies due to the Courier shall be payable in sterling in England.

All invoices are subjected to fluctuating fuel surcharge.

The Courier shall have a lien over any or all Consignments in respect of any unpaid invoices whether relating to a particular Consignment or otherwise and the Client appoints the Courier its attorney or agent, to sell or otherwise dispose of the same, and to apply the net sale proceeds in reduction or negation of the Client's liability to the Courier.

No payments due to the Courier from the Client shall be withheld by the Client in respect of any claim by the Client or the consignee against the Courier howsoever arising and whether by way of set-off, counterclaim or otherwise The Client agrees to indemnify the Courier for all costs and expenses including legal fees and expenses on Solicitor and own Client basis in respect of the recovery of any outstanding amounts due under the contract.

LAW AND JURISDICTION

These Terms and Conditions shall be subject English Law, and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England & Wales.

Customer Signature:Date: