

MAIL WORKSHOP LIMITED

STANDARD TRADING CONDITIONS

THE CUSTOMER'S ATTENTION IS DRAWN TO THOSE CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY.

DEFINITIONS AND APPLICATION

1. In these Conditions:
 - "Company" Is Mail Workshop Limited trading under these Conditions.
 - "Person" Includes persons or any Body of Bodies Corporate.
 - "The Owner" Means the Owner of the products (including any packaging, containers or equipment to which any business concluded under these Conditions relates and any other person who is or may become interested in them).
 - "Customer" Means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.
 - "Product" Is the Customer's submission to the Company of the items the Customer requires handling, storing or distributing.
2. (A) Subject to Sub-Paragraph (B) below, all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.
(B) If any legislation is compulsorily applicable to any business undertaken, 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 part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
3. The Customer warrants that he is either the Owner or the authorised Agent of the Owner and also that he is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner.
4. In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner and Consignee accept these Conditions for themselves and their Agents and for any parties on whose behalf they or their Agents may act, 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.

THE COMPANY

5. (A) Subject to Clauses 13 and 14 below, the Company shall be entitled to procure any or all of its services as an Agent or to provide those services as a Principal.
(B) The offer and the acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as Agent or to be provided by the Company acting as a Contracting Principal.
(C) When acting as an Agent the Company does not make or purport to make any Contract with the Customer's customer for the carriage, storage, packing or handling of any products 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.
(D) The Company shall on demand by the Customer provide evidence of any Contract entered into as Agent for the Customer.
6. When and to the extent that the Company in accordance with these Conditions is acting as an Agent on behalf of the Customer, the Company shall be entitled and the Customer hereby expressly authorises the Company to enter into Contacts on behalf of the Customer:-
 - (A) for the carriage of products by any route or means or person;
 - (B) for the storage, packing, trans-shipment, loading, unloading or handling of the products by any person at any place and for any length of time;
 - (C) for the carriage or storage of products in or on transport units as defined in Clause 19 and with other products 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 interest of the Customer.
7. 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 products.
8. The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated Company.
9. (A) Subject to Sub-Clause (B) hereof, the Company shall have a general lien on all products and documents relating to products in its possessions, custody or control for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such products or documents as Agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company shall be discharged of any liability whatsoever in respect of the products or documents.
(B) When the products are liable to perish or deteriorate, the Company's right to sell or dispose of the products shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the products before doing so.
10. The Company shall be entitled to retain and be paid all brokerage, commissions, allowances and other remunerations customarily retained by or paid to the Company.

11. (A) The Company shall be entitled to charge the Customer for storage if the Customer's product is retained on the Company's premises, at the request of the customer, after a period of 2 working days. The charge will be at the rate of £1.50 per pallet per day (including bank holidays and weekends).
 (B) The Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):-
 (i) on 28 days notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the products, any products which have been held by the Company for 90 days and which cannot be delivered as instructed; and
 (ii) without prior notice, products which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to Third Parties or to contravene any applicable laws or regulations.
 (iii) where the Customer has made a oral or written request.
12. (A) No Insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriters taking the risk. Unless otherwise agreed in writing the Company shall not be under any obligation to effect a separate insurance on each consignment 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 all reasonable endeavors to arrange such Insurance and does so subject to the limits of liability contained in Clause 31 hereof.
13. (A) Except under special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of products in specified circumstances only, such as (but without prejudice to the generality of the 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.
 (C) 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 products.
14. 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 person 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.
15. (A) Except under special arrangement previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such products to the Company or cause the Company to handle or deal with any such products otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with such products howsoever arising.
 (B) The Company may at anytime waive its rights and exemptions from liability under Sub-Clause (A) above in respect of any one or more of the categories of products mentioned herein or of any category. Such waiver must be in writing.
16. Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with products of a dangerous or damaging nature, nor with products likely to harbour or encourage vermin or other pests, nor with products liable to taint or affect other products. If such products are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other products, 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 or otherwise deal with the products.
17. 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 CUSTOMER

18. The Customer warrants:
 (A) that the description and particulars of any products furnished by or on behalf of the Customer are full and accurate.
 (B) that all products 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 products and the characteristics of the products.
 (C) that where the Company, or the Company's agents, receives the products from the Customer already stowed in or on a pallet, container, trailer, or any other device specifically constructed for the carriage of products by land, sea or air (each hereafter 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 products.
19. The onus is on the Customer to ensure that all products supplied to the Company comply with the legal requirements of the country of destination as well as the countries through which the product passes during transit.
20. Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 16 above deliver to the Company or cause the Company to deal with or handle products of a dangerous or damaging nature, or products likely to harbor or encourage vermin or other pests, or products liable to taint or affect other products, he shall be liable for all loss or damage arising in connection with such products and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the products 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.

21. 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 subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
22. The Customer shall 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 products) 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; and
 - (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 the Company has reasonably become liable or may become liable to any other party; and
 - (C) 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 arises from or in connection with the negligence or breach of duty of the Company, its Servant, Sub-Contractors or Agents; and
 - (D) Any claims using a general or average method of calculation which may be made on the Company.
23. The Customer will agree to payment of the Company's invoices 14 days after the date of the invoice and this is deemed to be the standard terms for the settling of invoices from the Company. Any exceptions will be agreed in advance and in writing.
24. (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.
 (B) In respect of all sums which are overdue more than 30 days the Customer shall be liable to pay to the Company collection costs and interest calculated at 8% above the Base Rate of the Bank of England on all outstanding sums including costs and expenses due.
25. 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.

LIABILITY AND LIMITATION

26. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.
27. The product shall be carried at the Customer's risk in all respects.
28. Compensation for loss of any mail items will be no more than that laid down by the UPU (Universal Postal Union).
29. The Company shall be relieved of liability of 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 consequence 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.
30. Except under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates of products.
31. (A) Subject to Clauses 2(B) and 28 above and Sub-Clause (D) below the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed £30.00 per consignment.
 (B) Subject to Clause 2(B) above, and Sub-Clause (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of products in a reasonable time or (where there is a special arrangement under Clause 29) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed the sum noted at clause 30(A) above.
 (C) Save in respect of such loss or damage as is referred to at Sub-Clause (B) and subject to Sub-Clause 2 (B) above and Sub-Clause (D) 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) 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.
32. (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 14 days of 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.
 (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 brought and written notice thereof given to 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.

JURISDICTION AND LAW

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

January 2003