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European and UK Logistics

# **SOLSTOR UK LIMITED CONDITIONS OF SUBCONTRACTING Version 5**

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## 1 INTRODUCTION

These Conditions of Subcontracting set out the basis upon which Solstor UK Limited ("Solstor") engage subcontracted hauliers ("Subcontractor") for the performance of transportation of cargoes by road, and must be read in conjunction with the separate Instructions to Subcontractors which will be issued by Solstor in respect of each individual job. In the event of any inconsistency or other difference between these Conditions of Subcontracting and the Instructions to Subcontractors, the Instructions to Subcontractors will prevail in relation to the specific transportation covered by them, but only to the extent of such inconsistency or other difference, and these Conditions of Subcontracting will otherwise remain fully applicable to the relationship between Solstor and any Subcontractor.

## 2 PROCESS - OPERATIONS

### 2.1 GENERAL REQUIREMENTS

The Subcontractor's vehicles shall be in a roadworthy condition and fit for purpose at all times.

The Subcontractor shall notify Solstor immediately, as soon as the Subcontractor becomes aware, if for any reason a specific transport contract cannot be fulfilled by the Subcontractor, and any failure to notify Solstor accordingly may lead to a claim from Solstor for reimbursement of any resulting penalty charge imposed upon Solstor by any other party.

In no circumstances shall the Subcontractor combine loads, or co-load cargo for any other party, aboard the same vehicle booked for transportation on behalf of Solstor on a full-load basis.

### 2.2 HANDLING OF GOODS

The Subcontractor is responsible for the careful and professional handling of consignments entrusted to its care and custody from the time of collection until the time of delivery at destination. This includes avoiding damage, ensuring the cleanliness of the goods, maintaining security to protect against contamination and unauthorised access.

All consignments requiring temperature control shall be transported under the specific conditions stipulated in the Instructions to Subcontractors and these Conditions of Subcontracting, using trailers that record intake and return air temperature and have the capability of printing a trace or record of the prevailing conditions at regular intervals (at minimum every 15 minutes) throughout the transit period.

### 2.3 LOADING AND UNLOADING

The Subcontractor will position vehicles for loading in a timely manner in line with the Instructions to Subcontractors issued by Solstor for the job in question. Late arrival of the vehicle could result in a charge being made for the difficulty that such incidents cause for loading personnel where goods have been assembled in anticipation of vehicle arrival.

It is expected that drivers are provided with relevant documentation (loading sheet, packing list and/or delivery note) on completion of the loading process. For UK transport deliveries the driver shall ensure this paperwork is handed to the delivery point on arrival.

As required, the Subcontractor may need to prepare the CMR consignment note relating to the goods, with details to be inserted including the transit temperature and number of pallets loaded.

Some movements for which the Subcontractor may be engaged by Solstor will involve multiple deliveries and/or different delivery points, with multiple CMR notes and/or delivery notes, and it is essential that the Subcontractor pays due attention to the completion and handling of all such documents.

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If any CMR note shows numbers of cases in addition to pallets the driver shall either delete reference to the number of cases or clearly write on the CMR note '*SHIPPER'S LOAD AND COUNT – NOT CHECKED BY DRIVER*' prior to signing for acceptance of the product being transported.

At the loading location the Subcontractor shall confirm its receipt of a consignment and, where applicable, the fitting of a trailer seal by signing the CMR consignment note (or delivery notes in the case of UK domestic movements) ensuring that in both cases the seal number is noted on the documentation.

It is good practice for the driver to be present during loading to visually check pallets and ensure loading is safely completed for the purposes of transportation. If a driver is not allowed inside the warehouse during loading then a note must be written on the CMR or delivery notes by the driver to indicate '*ACCESS TO LOADING DENIED*'.

In doing so, drivers must bring to the attention of the loading staff any issues such as damage, inadequate packaging and/or insufficient shrink-wrapping and a note made on the CMR or delivery note in situations where no action is taken to correct the problem.

Failure to record such reservations shall be taken to mean the Subcontractor has received and signed for the full quantity of goods in good condition without exception, with the markings and numbers and stated weight in an appropriate form for safe transportation.

As part of a specific arrangement, recorded in the Instructions to Subcontractors, the Subcontractor may accept responsibility for undertaking loading and unloading of the Goods, as and when required.

Where the Subcontractor accepts responsibility for its driver undertaking loading of the Goods, the driver must sign any loading documentation as confirmation of receipt. The driver shall also comply with all local Health and Safety and Food Hygiene requirements of the site.

It is the driver's responsibility to ensure that product is properly and fully secured during transit. Should any loss or damage occur due to pallets being inadequately secured the Subcontractor is liable for such loss or damage.

Any specific carriage temperature recorded in the Instructions to Subcontractors shall be adhered to without exception. The Subcontractor must ensure that drivers are trained in fridge operations particularly in the context of set-point temperatures and ensuring that pre-cooling of the trailer takes place prior to the collection of loads. Any required set-point must be written onto the CMR note and/or delivery notes to show this is understood by the Subcontractor.

The Subcontractor is liable for any failure to maintain air temperature in line with requirements resulting in product loss, damage and/or rejection.

In the case of quick frozen loads (below minus 18 degrees C) it is mandatory to have a temperature print-out as a record to meet EU regulation (37/2005). Failure to produce such documentation may result in the rejection of the goods and a potential claim being made.

The Subcontractor shall give the consignee the original copy of the delivery note and shall arrange for receipt to be confirmed by the consignee on the CMR and/or delivery notes by means of a company stamp, date and signature.

Solstor require a 'POD' document signed by the delivery point to evidence safe delivery. This will either be a signed delivery note, a signed document issued by the delivery depot and/or a signed copy of the CMR note. In all cases the Subcontractor shall ensure this document is 'clean' and no reservation or shortage has been noted by the delivery point. In cases where there is a reservation, discrepancy or rejection the detail of this must be communicated to Solstor immediately.

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It is the Subcontractor's responsibility to advise Solstor immediately of any delay in transport that adversely affects timely delivery. Equally, it is important for Solstor to be notified of any excessive delay at delivery points so that action can be taken to resolve such issues.

## **2.4 DELIVERY CONFIRMATION**

In all international carriage and CMR movements Solstor require a clean signed CMR consignment note to show that full delivery has been completed in a timely manner without loss or damage. For non CMR traffic a full POD equivalent to a CMR consignment note should be used. The Subcontractor must advise Solstor immediately before the driver departs the delivery point if any situation or issues arise that may prevent the consignee issuing a clean receipt in the form of a signed CMR document or POD. Failure to do so may result in a claim for potential loss or damage.

It is a requirement that the Subcontractor confirm either by telephone/text or e-mail to Solstor, that consignments have been delivered, with the following information:

- Confirmation that goods have been accepted without reservation.
- Arrival & departure times of each load (to be communicated to Solstor on the day of collection / delivery).
- Detail of any disputes, including shortages, overages and damages.

The Subcontractor shall send a copy of the POD and any temperature control documentation to Solstor by fax or e-mail within 4 hours of a written request from Solstor.

A number of consignees will choose to issue their own receipt document as a form of POD and will therefore refuse to sign or endorse the delivery note (the CMR should always be signed as the contract document for any pan-European movement of consignments). Where such a system is in force, the receipt note number will be written on the delivery note and/or CMR note by the driver and the customer's receipt document shall be securely attached to the POD relating to each delivery. The driver must also record and communicate any discrepancies at the same time.

Discrepancies relating to loss or damage to the Goods must be noted by the delivery point on the CMR consignment note, the delivery note and any receipt issued at the time of delivery.

## **2.5 PALLETS**

Solstor operate under the Chep Collect pallet arrangement. Consequently all vehicles collecting distribution loads from the Hub should be presented without any pallets, and all pallets distributed to Solstor customers should be left at the delivery points and pallets not exchanged.

In instances where a customer requires pallet exchange this will be specifically communicated by Solstor to the Subcontractor. All such deliveries will necessitate a 'one for one' pallet exchange. Where this is not possible the driver must seek a Pallet Control Voucher (PCV) at time of loading as an alternative to the pallet exchange note documentation. The driver shall ensure the pallets are exchanged at time of delivery or issued under the PCV system.

Any pallets missing or otherwise unaccounted for will be the responsibility of the Subcontractor.

All pallets presented to the Subcontractor shall be correctly stacked, labelled and securely stretch-wrapped with no Product overhang. If for any reason this is not the case and the problem is evident to the driver at time of loading, this must be communicated to Solstor at that time.

## **2.6 TEMPERATURE CONTROL / CHECKS**

Unless otherwise agreed in advance in writing all consignments will be presented for the

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Subcontractor in line with requirements to maintain both the efficacy and quality of product being transported.

In the case of temperature controlled consignments, it is necessary that the trailer is pre-cooled at the correct set-point for the goods prior to loading so that the trailer will reach the required temperature as soon as possible after loading is completed. For chill products the required range is 0°C to 5°C and the Subcontractor shall maintain the product within this temperature range from time of loading through to delivery. All frozen product loads shall be transported at minus 25°C

The Subcontractor may request the loading point to supply evidence of correct temperature at time of loading. It is reasonable to request the use of a temperature probe (or other non-destructive alternative method as may be selected) as the means to verify the temperature of product at the time of loading.

In the absence of any such request the product will (unless otherwise agreed in advance in writing) be deemed to have been accepted by the Subcontractor as being at a chill temperature of between 0°C and 5°C or frozen at minus 25°C.

The Subcontractor is not to unwrap or in any way destroy or disturb any of the product or packaging in order to carry out temperature checks.

The reefer unit must be monitored to ensure the correct temperature is maintained throughout the transit period. It is good practice for the driver to routinely check the status of the fridge when breaks from driving are being taken and after overnight stops, to ensure that:

- The fridge is running in the correct mode of operation – 'START/STOP' for frozen loads and 'CONTINUOUS' for chilled goods.
- 'ALARM' messages are noted and acted upon so as to protect the quality of the goods in transit to the UK or Europe.
- An uninterrupted refrigeration/cool chain is carried out for all temperature controlled consignments as non-conformity may lead to quality and hygiene issues causing rejection and/or disposal of product due to the Goods being deemed unfit for human consumption.

All records relating to transit temperature are to be monitored and retained, in particular journey printouts. Solstor require a temperature print out with every POD/CMR in order to pay the Subcontractor's freight invoice.

All Vehicles must be regularly serviced, including fridge inspections to confirm correct operation and the testing of recording equipment and calibration of probes as part of the normal maintenance procedures. Temperature records must be retained and be available on request for a minimum of 7 years. Failure to produce such documentation may result in a rejection of the goods and a potential claim being made. In the case of frozen loads it is mandatory to have a temperature printout as a record to meet the EU and Government Regulations.

**If you have any significant changes to your HACCP plan which could affect your food safety plan. Solstor must sign off the changes before implementation.**

## **2.7 JOURNEY PLANNING (EUROPE)**

Where the route to be taken includes a ferry or other channel or similar crossing, Solstor will in most cases specify in the Instructions to Subcontractors the crossing to be used. In such circumstances the crossing stipulated must be used by the Subcontractor unless a Director of Solstor agrees in writing to a variation

The Subcontractor must be alive to the problems that can be encountered with clandestine entrants in the vicinity of the Channel ports and elsewhere. Any stops made by the Vehicle must only be made in a high security parking area with security control, CCTV, lighting, etc.

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In no circumstances may stops be made by any UK bound vehicle in transit within 200kms of the Channel ports. After every stop the Vehicle and security should be thoroughly checked before proceeding and if in any doubt contact should be made with us. In any event the Subcontractor's driver must, on loading and at all stops utilise a suitable Vehicle Security Checklist which is no less comprehensive than the checklist published by UK Border Force. Solstor will supply a suitable checklist on request.

It is unsafe practice for the driver to leave a vehicle unattended due to the high risk of theft, robbery or unauthorised access to loads.

In cases where there is a roadside vehicle breakdown where the driver is unable to get to a secure service area, the Subcontractor must instruct the driver to stay inside his vehicle with the doors locked and windows closed until authorised and accredited assistance arrives.

## **2.8 TRANSIT INFORMATION**

The Subcontractor shall monitor the progress of each and every consignment placed to their care by Solstor and provide Solstor with accurate and up-to-date information regarding the status of each consignment.

In case of interruption of the transportation for any specific reason such as traffic jams, accidents or breakdowns that may, as a result, compromise the delivery timetable then Solstor need to be advised immediately of such incidents. The Subcontractor must ensure that best efforts are made to enable the earliest possible delivery.

If any incident has potentially compromised or damaged the goods then Solstor must be advised of the circumstances as soon as this information is made known to the Subcontractor so that necessary actions can be agreed to prevent/limit further damage or loss to the goods.

## **2.9 LOAD RESPONSIBILITY**

After the trailer is loaded and sealed (as required) by the loading point then full responsibility for the load is assumed by the Subcontractor until point of final delivery. It is the driver's responsibility to check for safe loading in terms of pallet location inside the trailer to ensure effective weight distribution across all axles.

In no circumstances shall loads be delivered to final destination that are found to be carrying illegal immigrants, or where unauthorised access has been made inside the loading compartment, or where there is evidence of tampering with the load.

In such circumstances, Solstor must be immediately advised and will issue instructions to the Subcontractor in compliance with its obligations under Articles 14 and 15 of the CMR Convention and the Subcontractor will abide by the instructions issued by Solstor.

In the case of an adverse incident and/or product claim, the Subcontractor will be responsible for providing full records of the journey to Solstor, including tachograph records and temperature charts/print-outs (as appropriate).

## **2.10 SECURITY AND LOCKING**

The Subcontractor shall ensure that the goods are delivered in accordance with the Solstor Instructions to Subcontractors. In cases where seals have been affixed to the trailer doors these must remain unbroken until delivery takes place and removal is in the presence of unloading personnel.

At every stopping point on the journey, the driver shall check that, without exception, the seal and locks remain intact before proceeding. Any evidence of tampering or damage to the seal or lock shall be reported immediately to the local authorities and to Solstor.

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If for any reason the vehicle is stopped in transit for inspection, and the authorities require the removal of the seal, this should be noted on the CMR by the officer/agent undertaking this task together with the details of any samples taken for analysis. The driver must immediately advise Solstor of the situation so that this information can be shared with the customer/consignee. The Subcontractor shall request that the officer/agent of the authority affixes a replacement seal and writes the detail on the CMR consignment note including the quantity and type of any goods retained from the load. In cases where this action is not taken then responsibility for any missing items rests with the Subcontractor.

The Subcontractor shall adopt the vehicle security instructions set out in these Conditions of Subcontracting, and ensure that clear instructions are issued to drivers to minimise the risk of incidents occurring during transit.

To ensure adequate security during transit the Subcontractor has responsibility to organise with drivers so that:

- All vehicle doors are locked and secure at all times during transport.
- Trailer doors are locked using a suitable high security padlock.

In the case of consignments loaded in Europe for delivery in the UK, there is a significant risk of unauthorised access being gained inside the loading compartment by illegal immigrants. The transport security of the trailer is the responsibility of the Subcontractor in the context of fitting a high security padlock and door brace.

All padlocks must be fit for purpose and in good working order. The minimum requirement is that Subcontractors use padlocks with a closed hasp that meets BSEN12320 Grade 6 or equivalent European standard (ISO10899:1996, EN1670:1998, and EN10025). All padlocks should have a case hardened steel body with Boron steel shackle. The padlock should be supplied with patented keys – high security CEN5 rated and must be suitable for external application and use.

In addition, for European operations, Subcontractors shall have a door brace which is of high quality and very secure. The use of Container Lock CT330 supplied by Bulldog Security is recommended. The door brace devices can only be used where the locking bars on the doors are exposed to prevent opening by clamping these together.

Solstor accept no responsibility for any consequences of clandestine entrants, contraband or any form of smuggling on or within the Vehicle and will not, under any circumstances, entertain any claims for the consequences arising as a result thereof, including customs and/or other fines and detention charges or loss of use claims by Subcontractors.

In addition, Solstor reserve the right to levy upon the Subcontractor a charge of £2,500 in respect of any incident involving illegal immigrants, contraband or customs intervention of any type, and to recover in full any claims arising from the full or partial rejection, destruction or restoration costs of any goods resulting therefrom. It must be noted that goods (including whole consignments) are often rejected by consignees in the event that the security of the load is compromised. Solstor shall be under no obligation to examine or contest the reasonableness of any claims so arising.

Subcontractors must have procedures in place to ensure that comprehensive security measures are in place and vehicle security checks are recorded.

All drivers must have completed a training on security procedures. Driver training must be monitored, and structured performance evaluations should be in place.

Clear security guidelines should be provided to all drivers, and it must be strictly followed at all times.

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## 2.11 OPERATING REQUIREMENTS

Subcontractors and their employees are required to comply with all legal requirements regarding health and safety, drivers hours, operator license requirements and with site safety regulations at all collection and delivery sites.

It is a requirement that no passengers or animals are allowed on to collection/delivery sites.

All relevant food hygiene rules and regulations should be observed at all times, in particular to the Food Safety Act 1990.

Trailers shall be clean, dry and free from taint, odour, infestation or any other contaminant that potentially could cause deterioration and/or rejection of product being transported. Trailers must also be empty of any goods when arriving at collection points.

The interiors of the trailers will not have any damage or obstruction that might inhibit the operation of powered pallet trucks and fork trucks, or damage goods whilst in transit. Vehicles that do not meet these requirements may not be loaded and any resulting cost will have to be borne by the Subcontractor.

Where Groupage consignments include allergenic products, the Subcontractor and their employees shall ensure any instructions provided by Solstor or their Customers are followed to prevent cross-contamination of products. This may include segregation achieved through storing allergenic and non-allergenic products in separate compartments.

When delivering to Regional Distribution Centres (RDC's) on full pallets, it is normally expected that the warehouse will off load the goods using mechanical handling equipment with no involvement from the driver. However at certain delivery points the driver may be expected to operate off-loading equipment for which that person must have sufficient training or be licensed to safely operate such equipment.

## 2.12 REJECTED CONSIGNMENTS

Where the consignee refuses to accept delivery, or the driver is unable to complete delivery despite having adhered to all the procedures listed in these Conditions of Subcontracting, the Subcontractor must advise Solstor. The driver will always remain at the delivery point whilst Solstor attempt to resolve the query.

Solstor will advise the course of action to take but on no account will the Subcontractor return product without the specific instruction of Solstor.

Where an order is refused as a result of the Subcontractor having failed to meet the specified delivery requirements, they will re-deliver the consignment at their expense on a date and time agreed.

If a Subcontractor is unable to carry out a delivery due to exceptional '*Force Majeure*' circumstances such as strike, civil commotion or adverse weather conditions, then immediate contact should be made with Solstor, so that new instructions may be agreed.

## 2.13 RETURN OF DELIVERY DOCUMENTS

All required delivery documents – CMR consignment notes, supporting documentation provided by the loading locations and temperature records for each transit (where applicable) must be returned to Solstor together with the Subcontractor's freight invoice covering each consignment.

If, for any reason, the requisite documentation is not available then Solstor shall not be obliged to pay such freight invoice(s) until the full set of delivery documents are provided.

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The Subcontractor must retain records covering proof of delivery and copies of all related delivery documents for a period of 5 years or in line with their statutory duty with regard to accounting practice and VAT requirements.

## **2.14 RETURNS**

From time to time, Subcontractors may be asked to collect goods from a delivery point and return these to the Solstor hub or the original load point. If this happens, a rate will be agreed with the Subcontractor for the movement so that it can be invoiced separately. On no account should goods be collected without the relevant collection authority and unique run number allocated by Solstor.

The Subcontractor must confirm the number of pallets loaded for return and confirm this detail in writing to Solstor.

## **2.15 INFORMATION AND REPORTING**

Both the Subcontractor and Solstor agree to follow a general policy of co-operation and facilitation of free discussion between them with regard to any relevant information (including opinions and recommendations) relating to these Conditions of Subcontracting and the operation and provision of services by the Subcontractor.

The parties shall meet when requested by Solstor (on the giving of reasonable notice) to discuss the operation of these Conditions of Subcontracting and the provision of services by the Subcontractor.

## **2.16 RECORDS**

The Subcontractor shall keep and maintain under its control full and proper documentation and records of all transactions and matters relating to the performance of all work carried out for Solstor.

Solstor shall have the right at all reasonable times to examine and audit such documents and records.

All records shall at all times be maintained in accordance with relevant data protection legislation, including the Data Protection Act 1998 and the General Data Protection Regulations (GDPR). Acceptance and performance of a transport order signifies your understanding and acceptance that Solstor shall collect, process and retain any such data as required to fulfil our customer and legislative obligations.

## **2.17 KEY PERFORMANCE INDICATORS (KPIs)**

KPIs shall be measured and accounted for by the Subcontractor in accordance with requirements which will be advised by Solstor to the Subcontractor.

The Subcontractor shall provide to Solstor upon request records of and management reports summarising the standard of performance achieved by it in respect of each KPI.

## **2.18 INCIDENT MANAGEMENT : VEHICLE ACCIDENTS / BREAKDOWNS / DEFECTS**

In case of any event that could prejudice the safety of the load or cause a potential hazard for the general public, e.g. a traffic accident or a leakage from the load – the first responsibility of the Subcontractor's driver is to contact the police and emergency services.

Only once the driver is safe and can be confident that there is no further risk to life or the environment, the Subcontractor shall immediately notify Solstor so that the Customer can be updated accordingly.

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In the event of a breakdown of a vehicle or fridge unit, the Subcontractor must notify Solstor immediately and agree a safe method of operating to rectify the problem without unnecessary delay or placing loaded goods at risk.

Where a problem is reported with a trailer supplied by Solstor for use by the Subcontractor the code that is shown on the display unit will determine the nature and seriousness of the problem. In the majority of instances it will be possible to continue the journey without risk to the load being carried. The driver must not open the trailer doors or take any action before talking the problem through with the transport personnel.

In circumstances where there is a potential risk to the load then agreed action will be taken following discussion with the customer to protect the load until delivery can be made.

## **3 EQUIPMENT**

### **3.1 VEHICLE STANDARDS**

The Subcontractors shall ensure that all vehicles used will be fit for purpose and (without limitation) ensure that all trailers are insulated, ATP certificated and in a clean, dry, hygienic condition free from leaks, taint, odour, other contaminants and infestation with no holes or major dents in the bodywork roof or floor. All vehicles and trailers must be regularly cleaned, plus inspected and serviced in line with Operator Licence undertakings.

All trailers shall have:

- Flat floors suitable for loading with powered pallet trucks.
- Suitable load restraint mechanisms.

All units and trailers shall be properly maintained (including inspection, servicing and repair in line with regulatory requirements). Trailers must be cleaned (internally and externally) at least every 2 weeks using approved (food safe) chemicals, equipment and materials covered by approved specifications and meeting regulatory requirements.

Records of trailer cleaning must be kept by the Subcontractor to meet regulatory standards (BRC Global Standard – Storage and Distribution) including the date of cleaning and whether this activity covered both internal and external cleaning of each trailer.

All units must have a cab telephone the number of which has been supplied to Solstor prior to departure from the first collection point.

All vehicles used for road transport should be efficient and environmentally effective in terms of reduced engine emissions and performance.

All equipment used to transport goods by the Subcontractor must be in good condition compatible with requirements for carriage of food products.

The loading compartment must be free from damage (no holes or dents) plus the doors must close properly to ensure air inside the trailer can be effectively distributed by way of the evaporator(s) to maintain consistent temperature and air circulation.

### **3.2 REEFER EQUIPMENT**

The Subcontractor must ensure that all refrigerated trailers are fitted with a refrigeration unit capable of maintaining the load at a temperature of minus 25 °C at all times or as required, whether moving or stationary, and will have the facility to operate on both diesel and an external electricity supply.

All reefer equipment shall have:

- At least 2 probes to measure air intake and return air temperatures at 15 minute intervals,
- Suitable refrigeration units with one or more evaporators,

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- A temperature recorder with download capability or an integral printing operation.

Inspection, servicing, maintenance and repair of trailers must be carried out in a timely manner and in line with regulatory standards and statutory requirements and appropriate records maintained. The calibration of trailers should take place annually as part of this process.

### **3.3 CARGO SECURING EQUIPMENT**

The Subcontractor shall ensure availability of cargo securing equipment (bars and/or straps) so that all loads are secured to prevent movement during transportation.

## **4 FURTHER SUBCONTRACTING**

- 4.1** Loads may not be further subcontracted by the Subcontractor without express authority in writing, signed by a Director of Solstor. In the event of any subcontracting, the Subcontractor shall remain wholly responsible to Solstor for the actions of any and all subcontractors and any other subcontractors they in turn may use. Any further subcontractors must agree to abide by the terms of these Conditions of Subcontracting, and Solstor may require proof of this.
- 4.2** In particular, notwithstanding the fact that subcontracting arrangements might be considered successive carriage within the definition of CMR, the Subcontractor will be considered the responsible carrier under the provisions of Articles 36, 37 and 38 of CMR in the event that any claim arises out of carriage by the Subcontractor, or any further subcontractors. Insofar as relevant, this shall be treated as an alternative provision agreed between carriers, pursuant to Article 40 of CMR. Solstor shall not be required to bring any action against further subcontractors engaged by the Subcontractor. The Subcontractor shall remain obliged fully to indemnify Solstor.

## **5 INSURANCE**

### **5.1 COVER**

The Subcontractor is required to maintain valid insurance cover to extend to all liabilities the Subcontractor may incur under these Conditions of Subcontracting, including full CMR coverage (including wilful misconduct where applicable) for all of the territories through which the vehicle may pass during the relevant journey.

Where the Subcontractor is engaged by Solstor purely for a domestic UK movement, the Subcontractor shall ensure it has insurance coverage in place to cover all liabilities under the Freight Transport Association ("FTA") standard conditions (current as at the date of the movement in question) but with an enhanced weight limitation of £4,000 per tonne, subject to any different requirement set out in the Instructions to Subcontractors.

Such insurance for Goods-in-transit / Freight Liability will have limits of at least two hundred fifty thousand pounds Sterling (£250,000) per occurrence, with no aggregate annual limit, and will be with a reputable insurer. The Subcontractor will furnish evidence of such coverage at Solstor's request.

The following shall apply to the Goods-in-transit / Freight Liability cover by the Subcontractor:

- 5.1.1 Clauses in insurance policies which exclude liability for certain product (other than gold bullion, livestock, documents, stamps, precious metals or precious stones or cash) are not acceptable.
- 5.1.2 Without prejudice to the generality of the 'Force Majeure' provision in these Conditions of Subcontracting, where the Instructions to Subcontractor require that product is to be kept within a specified

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temperature range then the Subcontractor will insure the Product against all losses caused by the temperature of the Product varying from that specified range whilst they are in the care, custody or control of the Subcontractor.

- 5.1.3 If the Subcontractor's insurance policy provides no cover or reduced cover if a load is unattended then the Subcontractor shall not leave the load unattended at any time.

The Subcontractor should also ensure suitable insurance cover is in place for:

- Motor Transport and trailers – in line with statutory requirements.
- Public/Products Liability - five million pounds (£5M) minimum.
- Employers Liability – two million pounds (£2M) minimum.

## 5.2 LIABILITY AND INDEMNITY

Subject only to any defence arising under these Conditions of Subcontracting or as a matter of law, the Subcontractor shall indemnify Solstor against all claims, liabilities, costs and expenses arising out of the performance by the Subcontractor of any service for which the Subcontractor is engaged by Solstor, including but not limited to any such claims, liabilities, costs and expenses resulting from a breach (or failure to comply) by the Subcontractor of any requirements or obligation set out in these Conditions of Subcontracting or the Instructions to Subcontractors.

Notwithstanding any other clause the Subcontractor agrees to protect, indemnify, hold harmless and defend Solstor, its Group Companies, and their respective officers, directors, and employees, from and against all losses, damages, demands, claims, suits and other liabilities, including solicitor's fees and other expenses of litigation, which occur, either directly or indirectly, in connection with or arising out of the Services rendered.

With regard to international movements, the liability of the Subcontractor shall be determined in accordance with the CMR Convention, always subject to Clause 4.2 in these Conditions of Subcontracting.

With regard to UK domestic movements, the liability of the Subcontractor shall be determined in accordance with the FTA conditions (current as at the date of the movement in question) but with an enhanced weight limitation of £4,000 per tonne, subject to any different stipulation set out in the Instructions to Subcontractors.

If the Subcontractor wishes to assert any defence to a claim arising out of any service provided to Solstor, all information and documents upon which the Subcontractor intends to rely must be provided to Solstor within 48 after notification of any claim by Solstor to the Subcontractor.

The Subcontractor shall create and maintain a loss prevention plan including, but not limited to, the use of advanced technology, processes, procedures and control measures to reduce all risks of loss and/or damage to any cargo carried on behalf of Solstor.

## 5.3 PRODUCT DELIVERY

The Subcontractor shall be deemed to have relinquished possession of and responsibility for the Product when the same has been safely delivered, unloaded from the vehicle and signed for by, or on behalf of Solstor.

Great care must be taken when delivering loads and loads must only be delivered to the address noted on the Solstor Instructions to Subcontractors unless Solstor provide written instructions to deliver to an alternative address. In the event that a request is made from a party other than Solstor to deliver to an alternative address, such instructions must be checked with Solstor before they are actioned. The consignee's proper booking in procedure should be utilised on all occasions.

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Drivers must be aware of the risk that thieves can operate in the vicinity of consignees' premises and are often very plausible, giving fraudulent delivery instructions.

## **5.4 PRODUCT LOSS**

Any Product loss or damage caused by the acts or omissions of the driver will be the responsibility of the Subcontractor. The Subcontractor is fully liable for loss of or damage to Product.

If when transporting a consignment the Subcontractor's vehicle is found to have evidence of a distressed load that from a food safety perspective could give rise to allergenic or pathogenic issues and concerns, then Solstor will look to dispose of the affected products in a safe manner to prevent entry into the food chain following liaison with the product owner.

## **5.5 NOTIFICATION OF POTENTIAL CLAIMS**

Notification of all reservations noted on the CMR consignment note and/or delivery notes relating to damage or any loss must be made by the Subcontractor to Solstor immediately after delivery.

The Subcontractor shall also ensure that any rights based on joint and several liability of third parties who have caused damage shall be preserved without restriction, also and especially with regard to the limitation of actions.

Claims that are likely to exceed GBP 500 in value must be notified in writing to the insurers of the Subcontractor to ensure they, their agent or representative make contact with Solstor (or Solstor's loss adjuster) by close of business on the next working day.

Any failure to respond on such matters will be deemed to be acceptance by the Subcontractor of liability for the claim and settlement pursued accordingly, including the deferment of any payments by Solstor to the Subcontractor until such time as settlement of any and all outstanding claims can be agreed.

## **5.6 LOSS ADJUSTING AND SURVEY**

Whether and to what extent Solstor interests require the intervention of a loss surveyor shall be decided by Solstor and/or its insurer and/or appointed loss adjuster. The same principle shall apply to the recycling and/or reprocessing and/or reconditioning of damaged Goods.

The Subcontractor is encouraged by way of contact with their insurers to seek the attendance of a loss adjuster/surveyor of their own or their insurer's appointment without cost to Solstor.

If, in the view of Solstor and/or its insurer and/or appointed loss adjuster representing the Solstor insurer's interests that recycling and/or reprocessing and/or reconditioning is excluded, proof provided by Subcontractor and/or their surveyor alternative ways to minimise damage shall not entitle Carrier to any set-off against the claim to compensation or to reduce the amount of claim.

# **6 STANDARDS**

## **6.1 MANAGEMENT SYSTEM**

The Subcontractor shall operate an effective quality system and carry out ongoing quality control measures and document the same.

At the request of Solstor the Subcontractor shall allow inspection and evaluation of any relevant quality management documents on a need to know basis if not contradicting any contractual non-disclosure agreements or other legal requirements.

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## 6.2 PERSONNEL /HEALTH AND SAFETY / ADHERENCE TO SITE RULES

When delivering or collecting consignments, drivers are seen as the representative of Solstor and their actions and attitude are seen as a direct reflection of Solstor's standards.

The Subcontractor is responsible to ensure that drivers at all times wear safety shoes and reflective safety vest when attending at either the loading or unloading location plus any other PPE considered essential from a health and safety perspective.

Whilst Solstor appreciate that drivers are often the immediate contact point for any customer of Solstor who has cause to complain, drivers are to remain diplomatic, to be polite, courteous and helpful and are to request that the Solstor customers contact Solstor Transport Office if they wish to discuss any problem matters further.

It is the Subcontractor's responsibility to ensure that the drivers of its vehicles are trained to operate all equipment on the vehicle including (without prejudice to the generality of the foregoing) the refrigeration and other operating equipment. Drivers shall also have training on the principles of food hygiene and understand, in particular, about sickness, notifiable illnesses/diseases and product contamination. In order to ensure product contamination risks are minimised, drivers will require health screening when returning to work following a period of absence.

Drivers will report to security on arrival and follow all instructions.

The Subcontractor is required to adhere to all relevant Occupational Health and Safety legislation and health and safety guidance.

Smoking is only permitted in designated smoking areas on collection/delivery sites.

Drivers must not be under the influence of alcohol or drugs whilst on any site or in control of their vehicle.

Drivers must:

- Park appropriately and, at no time, obstruct walkways or other marked areas.
- Adhere to the collection/delivery sites fire procedure.
- Apply the parking brake for both unit and trailer securely when leaving the vehicle.
- Lock their vehicle.
- Accept that drivers are not generally permitted in the warehouse, except to access the Transport office or attend the loading of the trailer.
- Ensure they take an appropriate route in respect of 'one-way' site controls for driving.
- For safety reasons accept that no children are allowed on collection/delivery sites.
- Understand that failing to adhere to this code may result in them being excluded from sites.

Solstor may at its discretion choose not to place further work with any Subcontractor whose drivers do not comply with these directions.

At the request of Solstor the Subcontractor will cease using any personnel, agents or sub-contractors to whom Solstor may reasonably object in connection with the performance of work for Solstor.

## 7 GENERAL PROVISIONS

### 7.1 LAW AND JURISDICTION

These Conditions of Subcontracting are subject to English law, and any dispute arising under them shall be subject to the jurisdiction of the English High Court.

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## **7.2 SET-OFF**

Solstor have the right to set off against freight or any other charges whatsoever due from Solstor to the Subcontractor any sums due or reasonably claimed by Solstor from the Subcontractor, howsoever arising.

## **7.3 CONFIDENTIALITY**

Information acquired by either party from the other in consequence of these Conditions of Subcontracting and any resulting engagement by Solstor of the services of the Subcontractor shall be treated as confidential except where it is in or enters the public domain or may be obtained from a third party without restraint (and without default of the party in receipt of the information). Each of the parties will ensure that their respective employees and agents observe a like confidentiality.

## **7.4 OWNERSHIP OF THE GOODS**

Insurers and/or the Subcontractor bearing the cost of the damage or loss will not obtain ownership of the Goods unless upon the written agreement by Solstor and then only if and when it is agreed to wholly indemnify and hold Solstor harmless for any costs/issue that might arise through salvage processes undertaken by the Subcontractor and/or their insurers to mitigate the overall loss.

In cases where for good reason Solstor and/or its insurer and/or appointed loss adjuster refuses to transfer the ownership of the damaged goods to the Subcontractor and/or their insurers, then, in such circumstances, settlement of the claim must include payment of the costs for disposal/destruction.

All such costs and any ancillary expenses associated with disposal/destruction, transport, handling, landfill and environmental service charges will be accepted as part of the overall claim for full settlement and payment considering limits of liability.

## **7.5 NO LIEN**

At no time and in no circumstances shall the Subcontractor have or acquire or exercise any lien over any cargo or documentation received by the Subcontractor.

## **7.6 THIRD PARTIES**

A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of this Agreement.

## **7.7 WAIVER OF REMEDIES**

No forbearance, delay or indulgence by any party in enforcing the provisions of these Conditions of Subcontracting shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

## **7.8 MINIMUM WAGE LAWS**

You are at all times responsible for ensuring compliance with all applicable regulations governing minimum wages applicable to jurisdictions travelled through whilst exercising the completion of this transport order, and also responsible for ensuring that all necessary documentation (complying with the applicable regulations) can be produced by you and/or the driver, as and when required.

## **7.9 TAX COMPLIANCE**

Solstor expects its suppliers to comply with all tax laws and regulations wherever they apply and to pay tax properly due in respect of those tax laws and regulations. Solstor has zero-

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tolerance approach to all forms of tax evasion and suppliers must neither evade tax themselves nor facilitate tax evasion by others.

#### **7.10 ANTI-BRIBERY**

Solstor expects its suppliers to conduct business ethically and in accordance with relevant legislation (including the Bribery Act 2010).

Suppliers must never offer or solicit any form of bribe, gift or other personal benefit or favour in the course of their business activities, irrespective of location or prevailing local norms.

#### **7.11 PREVENTING LABOUR EXPLOITATION**

Solstor is fully committed to doing all that is possible to prevent labour exploitation and expects its suppliers to be responsible for the prevention, detection and reporting of any form of labour exploitation.

Child labour shall not be used.

#### **7.12 PROTECTION OF THE ENVIRONMENT**

Suppliers shall carry out their activities in accordance with national laws, regulations, administrative practices and policies relating to the preservation of the environment of the countries in which they operate as well as in accordance with relevant international agreements, principles, objectives, responsibilities and standards with regard to the environment.

#### **7.13 SUSTAINABILITY**

At Solstor, we are committed to sustainable and environmentally responsible operations. Solstor aims to minimize environmental impact and continuously strive for improvements and expects its suppliers to:

- Prioritize fuel-efficient and low-emission vehicles.
- Implement route optimization strategies to reduce fuel consumption and emissions.
- Maintain vehicles regularly to ensure optimal fuel efficiency and reduced pollution.
- Offset carbon emissions where possible through recognized carbon reduction initiatives.
- Reduce waste through sustainable recycling and responsible disposal practices.
- Commit to continuous improvements through sustainability training and performance monitoring
- Engage in transparent reporting and cooperate in sustainability audits if requested.

#### **7.14 ENTIRE AGREEMENT**

These Conditions of Subcontracting and the documents referred to in them supersede all prior agreements, arrangements and undertakings and comprise the entire agreement between Solstor and the Subcontractor. The application of any other terms and conditions, save those compulsorily applicable as a matter of law, is expressly excluded.

Each party acknowledges that in entering into this Agreement it does not rely on any representation, warranty, promise or assurance made or given by the other party, which is not expressly set out in this Agreement.

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