

SOLSTOR UK LIMITED
Standard Terms and Conditions of Trade
2022 Edition

1. Definitions:

"Company"	means Solstor UK Ltd, its sub-contractors, agents, franchisees, employees, parents, affiliates, subsidiaries and sister companies.
"Contract"	means the agreement entered into and all business undertaken for the Customer by the Company to perform the Services in accordance with these conditions and where applicable, the edition current at the time of the making of the Contract of the Logistics UK Model Conditions of Carriage ("LUK"), the Convention on the Contract for the International Carriage of Goods by Road 1956 ("CMR"), the Cold Chain Federation Storage Conditions ("CCF"), the British International Freight Association Standard Trading Conditions ("BIFA") or any other terms that have otherwise been agreed in writing and signed by a Director of the Company.
"Customer"	means the person, organisation or company, by itself or by its servants or agents, which has entered into the Contract with the Company to perform the Services.
"Owner"	The Owner of the Goods or any other party who has or may acquire an interest in the Goods.
"Domestic"	means the United Kingdom
"Services"	means those services provided by the Company in accordance with the conditions of the Contract and includes performing all or part of the carriage, storage, packing or handling of the Goods by itself, acting as agent or otherwise in performing and securing the services for the Customer and entering into contracts on the Customer's behalf with other persons, or acting as principal in entering into a contract with any other person for the carriage, storage, packing or handling of the Goods, or for the production of documentation, including customs documentation, or any other service that may from time to time be agreed in writing between the Customer and Company.
"Goods"	includes all cargo and other property including containers, packaging or equivalent to which the Contract or Services relate.
"Data Protection Legislation"	includes all UK Data Protection Legislation and any other applicable legislation and regulation including UK GDPR relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

2. All business undertaken by the Company is subject to the Contract. In the event of any conflict between these Conditions and LUK, CMR, CCF or BIFA where they are applicable, the conditions specific to the Services being provided as set out in clause 3 below shall prevail. Where there is legislation compulsorily applicable to the Contract, the Contract shall be construed subject to that legislation. The Company shall not surrender any rights or immunities nor shall it increase any liabilities or responsibilities and if any part of the Contract is incompatible with such legislation it shall be overridden to that extent and no further.
3. Domestic carriage is subject to LUK. International carriage by road is subject to CMR. Storage, where not part of a carriage contract, is subject to CCF. All other services are provided subject to BIFA, except to the extent that BIFA are inconsistent with these conditions. The BIFA arbitration clause as set out in Conditions 28(C) to 28(E) of the 2021 Edition of BIFA, and/or as may be subsequently amended, shall have no application to the contract.

The Company

4. The Company shall be entitled to elect whether to procure any and/or all of the Services as an agent, or to provide those Services as a principal.
5. Where the Company acts as an agent on behalf of the Customer, the Company shall be entitled to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to perform the Services.
6. Where the Company acts as principal in providing any part of the Services, it shall have full liberty to perform such Services itself or to subcontract the whole or any part of such Services.
7. The Company's liability for the loss of, or damage to Goods howsoever caused whether as the direct or indirect result of the negligence of the Company or otherwise, shall be excluded or limited in accordance with the Contract. It is the Customer's overriding obligation to mitigate its losses by taking action where appropriate.
8. The Company shall have a general lien on all Goods or documents relating to Goods in its possession or control for all sums due at any time from the Customer or Owner and shall be entitled at the expense of the Customer or Owner to dispose of or deal with such Goods or documents (including sale or otherwise) on 28 days' notice to the Customer. The Company may dispose of or deal immediately without notice with any Goods which are liable to perish or deteriorate or may reasonably be expected to cause loss or damage to the Company or third parties, or to contravene any applicable laws or regulations. The Company's charges, including storage charges, shall continue to accrue on any Goods held under lien.
9. The Company shall perform the Services with reasonable skill and care. The Company shall have no liability for any claim arising out of the provision of the Services except insofar as the Company is in breach of this obligation and shall in particular have no liability for losses arising in respect of circumstances outside its reasonable control.
10. Insofar as the Company is requested or required to deal with HMRC or any customs and other authorities in respect of the Goods or Services it shall do so as agent of, and where appropriate Direct Representative of, the Customer unless otherwise agreed in writing by a director of the Company. The Customer shall be responsible for all customs and other documentation required and for payment of all charges, duties, taxes and other sums arising.

The Customer

11. The Customer warrants that it is either the Owner of or the authorised agent of the Owner and accepts the Contract on the Owner's behalf. The Customer warrants that the description and particulars of any Goods or other relevant documentation furnished by or on behalf of the Customer or Owner is accurate.
12. The Warranties, obligations and duties of the Customer as set out herein shall therefore apply to the Owner as well as the Customer.
13. Unless otherwise agreed by the Company the Customer shall pay each invoice in cleared funds in the currency of the invoice by the due date specified on such invoice. All charges and payments must be paid by the Customer without any set-off, withholding, claim, counterclaim or other deduction whatsoever. Nothing in these Conditions shall prevent the Company from requiring any payments to be made in advance or immediately.
14. Any price quoted for Services provided by the Company may be subject to variation according to fluctuations in fuel charges, customs charges or duties or other variable costs, including, but not limited to, delay, demurrage and labour costs. Costs for additional services and other ancillary charges are not included in any agreed rate. Demurrage Costs apply after 2 hours free for loading (including export Customs clearance) and 2 hours free for off-loading (including import formalities). Thereafter the Company will charge a minimum of £40 per hour, £450 per day.
15. If Goods are required to be returned to the UK, all costs including customs charges are chargeable to the Customer or owner of the Goods, or their agent.

16. Waiting time is payable by the Customer or owner of the Goods or their agent or any other party paying the freight charges.
17. The alleged absence of or any defect with any documentation including a consignment note shall not entitle the Customer to withhold payment of or set-off payment against any sum payable under the Contract by the due date on the invoice.
18. Delivery documentation including any consignment note produced under CMR may be made available for downloading from the Company's designated website. The Company will not be obliged to produce any other copy. Where a consignment note or delivery documentation is not available the Company may, at its sole discretion, issue a Letter of Indemnity.
19. Time shall be of the essence in respect of all Customers' payments due to the Company. If any sum payable by the Customer is not paid by or on the due date, the Company shall be entitled to: -
 - i. charge daily interest on the debt at a rate of 8% above the Bank of England's Base Rate per annum and/or the prevailing rate of interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest will be charged on the overdue amount from the due date up to the date of actual payment, after as well as before and after judgment. Such interest shall accrue on a daily basis, be compounded quarterly and shall be payable on demand.
 - ii. suspend with or without notice any part or all of the Services provided to the Customer until full payment of all sums due is received in full by the Company.
 - iii. set-off a sum equal to the sum payable under the Contract, plus any interest accrued thereon, from any sum that may be due to the Company from the Customer.
 - iv. immediate payment of all invoices or other sums due, including payment for Services provided whether or not yet invoiced, and whether or not the due date for payment has passed.
 - v. bring proceedings for the whole of the balance outstanding whether or not all sums are overdue for payment.

The Company will be entitled to charge an appropriate administration fee in respect of failed payments e.g., re-presented/bounced cheques/failed bank transfers or direct debits.

20. In the event proceedings are issued the Company will be entitled to charge a fixed penalty as provided in the Late Payment of Commercial Debts (Interest) Act 1998.
21. The Customer shall keep the Company indemnified from and against all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing: all demurrage and detention claims, all duties, taxes, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company performing the Services for the Customer or from any other breach of the Contract by the Customer or arising from the negligence of the Customer.
22. The Customer shall take delivery of the Goods when tendered for delivery. In default thereof the Company may arrange storage and/or disposal of the Goods at the Customer's risk and expense. The Customer shall indemnify and reimburse the Company in respect of any and all charges arising, including, but not limited to, storage and disposal costs, demurrage and detention charges.

Data Protection

23. 23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, Applicable Laws include (for so long as and to the extent that they apply to the Company) where relevant the law of the European Union and/or Domestic UK Law.;

23.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Company is the processor.

23.3 Without prejudice to the generality of clause 23.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to the Company for the duration and purposes of the Contract.

23.4 Without prejudice to the generality of clause 23.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:

- (a) process that personal data only on the documented written instructions of the Customer unless the Company is required by Applicable Laws to otherwise process that personal data. Where the Company is relying on Applicable Laws as the basis for processing personal data, the Company shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so doing;
- (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (c) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies
 - iii. the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - iv. the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (d) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of any personal data breach;
- (f) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- (g) maintain complete and accurate records and information to demonstrate its compliance with this clause and immediately inform the Customer if, in the opinion of the Company, an instruction infringes the Data Protection Legislation

General

24. The Customer will not seek to impose on the Company a liability greater than that accepted by it in accordance with the Contract. The Customer is responsible for its own goods-in transit insurance cover, which is recommended in view of the limited liability under the Contract.

25. Both the Company and the Customer shall treat as confidential all information received or obtained as a result of entering into the Contract unless required or instructed to do so by any authorised statutory authority.
26. The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract
27. If any condition, clause or provision of the Contract is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected.
28. In the event of a claim the Company operates a strict claims handling process subject to the Contract.
- (a) The Company must be notified immediately in the event that circumstances arise which do, or potentially could, give rise to a claim. In any event, the Company shall be relieved of any liability unless notice is given of any such potential claim as soon as the Customer becomes, or should reasonably have become, aware of it. Any formal written claim shall be submitted within 14 days of the date of initial notification.
 - (b) In any event, any such claim shall be waived and absolutely barred unless suit is brought and notice thereof given to the Company within nine months of the date of occurrence alleged to give rise to the cause of action against the Company.
29. The Company shall be relieved of liability for any additional loss or damage arising in the event that the Customer fails to take all appropriate steps to mitigate any potential loss including where appropriate salvage.
30. The Contract and the Services provided herein shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales for whatever purpose
31. The Company's liability shall be limited as follows: -
- (a) The Company shall have no liability for indirect or consequential losses or loss of profit howsoever arising.
 - (b) The Company shall have no liability for delay unless a specific delivery date has been agreed and in such case the Company's maximum liability shall be equal to the Company's charges for the relevant transaction. The Company shall have no liability for delay caused by circumstances outside the Company's reasonable control.
 - (c) For loss or damage to Goods or other claims, the Company's liability shall be limited to the proved direct losses of the Customer which shall in no case exceed the invoice value of that part of the Goods having suffered loss or damage, or a sum equivalent to 2 Special Drawing Rights ("SDR") per kilo of the actual part of the Goods having suffered loss or damage, whichever shall be the lesser.
32. The Company reserves the right to amend these Terms and Conditions from time to time.