



BRIT-POL LTD TERMS AND CONDITIONS, GENERAL (Paragraph headings are for ease of reference only and do not form part of this contract) valid from 1 September 2016

Introduction

The purpose of these general terms and conditions ("T&C") is to set out the rules of BRIT-POL LTD ("BRITPOL") engagement as logistics provider towards its customers of (i) domestic and international transports, (ii) engagement of storage assignments and (iii) any other services, of what- soever nature undertaken by BRITPOL (collectively referred to as "Services"). In the event of any inconsistency between these T&C and the terms of the customer, these T&C shall prevail.

1 Definitions

1. 1.1 "CIM" means the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail.
2. 1.2 "CMR Convention" means the Convention on the Contract for the International Carriage of Goods by Road.
3. 1.3 "Customer" means any person, including an individual, corporation or other legal entities, for which BRITPOL agrees to provide Services.
4. 1.4 "Gate-to-Gate" means a carriage where BRITPOL has agreed to under- take sea carriage of the goods together with any incidental terminal handling in the port of loading and/or the port of discharge.
5. 1.5 "General Agreement" means these T&C without the Appendices.
6. 1.6 "Hague-Visby rules" means the International Convention for the Unification of Certain Rules and Law relation to Bills of Lading, signed at Brussels on 25 August 1924 as amended by the protocol signed at Brussels on 23 February 1968 and the protocol in relation to SDRs signed at Brussels on 21 December 1979.
7. 1.7 "Multimodal Transport" means the carriage of goods by at least two different modes of transport (road, rail, sea) where (if applicable) the goods are unloaded from the vehicle during the sea or rail transport.
8. 1.8 "Port-to-Port" means a carriage where BRITPOL has agreed to under-

take sea carriage of the goods tackle to tackle only.

2 Structure of the T&C

2.1 BRITPOL offers various services. Therefore and for easier reference the T&C are divided into the following sections:

- Section A: General conditions(articles3-13)

2.2 Section B includes the following clauses, which specifically apply to:

- Road transports (article14)
- Sea transports and multimodal transports(article15)
- Other Services (article 16)

- Appendices

A GENERAL CONDITIONS

3 Scope of application

1. 3.1 The provisions set out and referred to in these T&C shall apply to every specific contract and order concluded with BRITPOL for the performance of Services as undertaken by BRITPOL, whether evidenced by the issue of a document or not.
2. 3.2 For the avoidance of doubt, where any provision of these T&C contravenes or is inconsistent with any provisions of the CMR Convention, the Hague-Visby rules, the CIM Convention, the Codes or any other compulsory law or convention, then these T&C shall supersede and take precedence to the extent legally possible. If any part of these T&C be repugnant to compulsory legislation to any extent, such part shall as regards such business, be overridden to that extent and no further, and these T&C shall be read as subject to such legislation.
3. 3.3 In the event of any inconsistency between the different parts of these T&C the following shall apply:

- The General Agreement shall prevail over the Appendices.
- Section A of the General Agreement shall prevail over section B.

3.4 Any rights of BRITPOL under these T&C are in addition to and shall not in any way limit or reduce any right of BRITPOL under any applicable law or convention.

4 Compliance

1. 4.1 Each party is responsible for and warrants its compliance with all applicable laws, conventions, rules and regulations, including but not limited to the government regulations of any country to from or through which the goods may be carried, handled or stored.
2. 4.2 For the purposes of customs clearance or other formalities, which

have to be completed before delivery of the goods, the Customer shall attach the necessary documents to the relevant transport document or place them at the disposal of BRITPOL and shall furnish BRITPOL with all the information, which BRITPOL requires. BRITPOL has no duty to inquire into either the accuracy or the adequacy of such documents and information.

4.3 The Customer is responsible for obtaining any necessary export and/ or import licenses or permits and any other licenses and permits as may be required in respect of the goods.

5 Insurance

5.1 No insurance on the goods (Cargo, "All Risks") will be effected except upon express instructions given in writing by the Customer and accepted in writing by BRITPOL, and all insurances effected by BRITPOL in respect of the goods are effected as agents for the Customer and BRITPOL assumes no liability what so ever for having mediated the insurance.

6 Quotations and payments for Services

6.1 BRITPOL' quotation is based on information of the goods supplied by the Customer to BRITPOL, or else on circumstances that are deemed by BRITPOL as normal for the intended contract. If the circumstances do not indicate otherwise, BRITPOL should be able to assume that the goods, which have been handed over to BRITPOL are of such a nature and such a relation between weight and volume as is normal for the type of goods in question.

6.2 In the event of increase in price for bunkers, fuel and/or other hydro- carbon oils, the rates for the Services may be adjusted to cover such increase. Furthermore, all rates quoted are subject to changes in applicable rules and regulations, changes in infrastructure or volumes and other such circumstances over which BRITPOL has no influence.

6.3 The Customer has a duty upon request, to pay BRITPOL what is due for the contract (freight, remuneration, advance payment, expenses as may be incurred in the performance of the contract, refund of outlays, taxes, duties, VAT and imposts) against appropriate documentation. BRITPOL is not obliged to provide a hard copy of the signed transport document to the Customer.

6.4 If the goods have not been delivered for transport, or if an impediment not caused by BRITPOL arises, BRITPOL is entitled to the agreed charges less any savings and/or to compensation for extra costs entailed thereby.

6.5 Even if BRITPOL has given the Customer the right to defer payment until the arrival of the goods at destination, the Customer has nevertheless a duty, when so requested, to pay BRITPOL what is due, if, due to circumstances beyond BRITPOL' reasonable control, the contract cannot be performed as agreed.

6.6 BRITPOL has the right to special payment for work rendered which is clearly necessary in addition to what has been explicitly agreed upon. The payment for such work is determined in accordance with the same principles as those applying to the Services under the specific contract.

7 Terms of payment and set-off

7.1 Payment for Services rendered shall be received on BRITPOL' bank ac- count no later than the due date of the invoice.

7.2 Overdue amounts will be subject to late payment interests at the rate of 2% per month. BRITPOL is also entitled to full compensation of all costs and damages incurred as a consequence of non-payment or late payment for the Services rendered.

7.3 Without prejudice to any other rights or remedies, if payment is not received on time, the Customer must accept to transfer to a direct debit agreement if requested to do so by BRITPOL.

7.4 The Customer must notify BRITPOL of any objections to an invoice with- in 8 days of the invoice date. Disputes regarding an invoice shall on no account release the Customer from its obligation to pay on time.

7.5 Should the Customer have a claim against BRITPOL, BRITPOL may at any time set off all amounts which may be payable by the Customer to BRITPOL, in the Customer's claim against BRITPOL, whether or not arising under these T&C's or a specific order or other contracts with BRITPOL

8 Lien

8.1 Notwithstanding any provisions to the opposite of the CMR Convention, the Hague-Visby rules and the CIM Convention, BRITPOL shall have a particular and a general lien on the goods and any documents relating thereto for all sums of whatsoever kind and nature due at any time to

BRITPOL and/or BRITPOL from the Customer/Merchant in respect of such goods as well as for all other amounts due from the Customer/Merchant under other contracts or in tort, including general average contributions, remuneration and warehousing charges and all costs and expenses of whatever nature related to the exercising of the lien.

8.2 Should the goods be lost or destroyed, BRITPOL has similar rights in respect of compensation payable by insurance companies, carriers or others.

8.3 Should the amount due to BRITPOL Group not be paid, BRITPOL has the right to arrange the sale, in a satisfactory manner, of as much of the goods as is required to cover the total amount due, including expenses incurred. BRITPOL shall, if possible, inform the Customer/Merchant well in advance what BRITPOL intends to do with regard to the sale of the goods.

Such lien and liability shall remain notwithstanding the goods have been unloaded, stored or otherwise dealt with. If on the sale of the goods the proceeds fail to realise the amount due, BRITPOL shall be entitled to recover the difference from any of the parties included in the term Merchant.

9 Liability and time-bar

9.1 Liability of BRITPOL

1. 9.1.1 Notwithstanding anything else contained in these T&C, BRITPOL does not under any circumstances whatsoever and howsoever arisen accept liability towards its Customer or any third party for any loss of profit, loss of use, loss of revenue, loss of contracts, loss of business, loss of goodwill, increased costs and expenses, wasted expenditure, whether direct or indirect and whether foreseeable or not.
2. 9.1.2 BRITPOL' liability is further set out in section B below, which also contains limitations of liability.
3. 9.1.3 BRITPOL' liability to pay compensation of any claim, not specifically limited or mentioned in section B, including but not limited to any claim regarding delay in collection of the goods, mis delivery and delivery of the wrong goods, shall not exceed (i) the amount payable by BRITPOL had the goods in question been delayed, lost or damaged during transport or (ii) SDR 50,000 per specific order, whichever is the lesser. This limitation shall apply whether BRITPOL is liable in contract or tort.
4. 9.1.4 BRITPOL assumes product liability in accordance with applicable mandatory legislation. Any other product liability howsoever caused is excluded.
5. 9.1.5 Subject to mandatory law, these T&C apply equally to the persons that provide services for BRITPOL in order to perform the contract as to BRITPOL itself, irrespective of the grounds for the Customer's claims against BRITPOL and such other persons. The aggregate liability of BRITPOL and such other persons is limited to the amount that applies to BRITPOL' liability under these T&C.

9.2 Liability and obligations of the Customer

1. 9.2.1 The Customer has the burden of proving that any loss or damage is caused by BRITPOL' negligence or fault.
2. 9.2.2 The Customer has a duty to hold BRITPOL harmless for damage or loss

incurred by BRITPOL owing to the fact that:
(a) The particulars concerning the goods are incorrect, unclear or incomplete;

2. (b) The goods are incorrectly packed, marked or declared, or incorrectly loaded or stowed by the Customer;
3. (c) The goods have such harmful properties as could not have been reasonably foreseen by BRITPOL;
4. (d) Due to errors or omissions by the Customer, BRITPOL is obliged to pay duty or official taxes or fines and penalties, or to provide security or incur other costs, charges and fees;
5. (e) The documents and/or information mentioned in clause 4.2 are absent, inadequate or irregular, regardless whether or not this is due to any errors or omissions by the Customer.
3. 9.2.3 It is the customer's obligation to load, secure and unload the goods.
4. 9.2.4 The Customer shall be liable for damage to and loss of BRITPOL' equipment, such as but not limited to tractor units, trailers, containers etc., and other property, or injury to or death of any person caused by the negligence, fault or wilful act of the Customer or any of its employees, servants or agents.
5. 9.2.5 If BRITPOL is liable to pay compensation for any damage to goods and

property of a third party, the Customer shall indemnify BRITPOL for any part of such compensation, which is not proven to be caused by the negligence or fault of BRITPOL. Further, the Customer shall indemnify BRITPOL for any part of such compensation that BRITPOL would not have been obliged to pay if these T&C could be asserted against such third party.
6. 9.2.6 Should BRITPOL in its capacity as charterer or shipper become liable in connection with carriage of the Customer's goods by sea, to pay general average contribution to the shipowner or the carrier, or become exposed to general average claims or demands from third parties, the Customer shall hold BRITPOL harmless.

9.3 Time-bar

9.3.1 Unless otherwise stipulated in Section B, any notice of claims shall be given to BRITPOL without undue delay and legal proceedings against BRITPOL shall be commenced within a period of 9 months otherwise the right to claim will have become lost. The time limit period runs:

1. a) upon damage to goods from the day upon which the goods were delivered to the consignee;
2. b) upon delay, loss of the whole consignment or other kind of loss from the time at which the goods should have been delivered or on which the delay, total loss or other loss could at the earliest have been noticed whichever is the earliest; and

3. c) in all other cases from the time at which the cause on which the claim is based could at the earliest have been noticed.

10 Force majeure

1. 10.1 BRITPOL shall not be liable for any failure to perform any Services under any specific order where and to the extent performance is prevented or delayed by any circumstances and/or event, which BRITPOL could not reasonably avoid and the consequences of which BRITPOL was unable to prevent by the exercise of reasonable diligence (Force Majeure Event). BRITPOL is not required to perform any of its obligations which are prevented or delayed by a Force Majeure Event for as long as such Force Majeure Event continues and leaves BRITPOL unable, using all reasonable efforts, to recommence its performance.
2. 10.2 BRITPOL shall notify the Customer without undue delay and latest within 10 working days following the commencement of the Force Majeure Event setting out the nature and extent of the Force Majeure Event.

12 Governing law and dispute resolution

12.1 These T&C and all contracts and specific orders entered into between BRITPOL and the Customer shall be governed by the laws of the principal place of business of the contracting BRITPOL entity without giving effect to any choice of law or conflict of law provisions.

12.2 BRITPOL and the Customer shall endeavour to settle any dispute amicably, and if necessary by mediation if so agreed by the parties. If the dispute cannot be solved amicably or by mediation and legal proceedings are deemed necessary, the dispute shall be referred to the competent court at the principal place of business of the contracting BRITPOL entity.

13 Miscellaneous

13.1 If any provision of these T&C shall be found to be unenforceable but would be valid if any part of it were deleted or modified, the provision shall apply with such modifications as may be necessary to make it valid and effective.

13.2 In the event that the Customer breaches any provisions of these T&C, BRITPOL shall be entitled to suspend or terminate forthwith any contract or specific order with the Customer. This is entirely without prejudice to BRITPOL' rights to seek further recourse, remedies or compensation from or against the Customer.

13.3 BRITPOL may at any time transfer its rights and obligations or legal relationship with the Customer to any company belonging to BRITPOL. In such an event, the Customer undertakes to co-operate to the extent necessary to effect such transfer expeditiously. The rights and obligations of the Customer may not be assigned, transferred or encumbered without the prior written consent of BRITPOL.

B SPECIAL CONDITIONS

14 Road transports

14.1 CMR Convention

14.1.1 In case BRITPOL undertakes international and national road transports

or performs such international road transports as part of a logistic service, the CMR Convention shall be applicable in addition to this General Agreement.

14.1.2 The Customer shall pay particular attention to the following clauses in the CMR Convention:

- For loss of or damage to the goods BRITPOL' liability is limited to 8.33 SDR per kg gross weight of the part of the goods which has been lost or damaged (art. 23.3).

- Compensation for delay in pick-up, carriage or delivery shall never exceed the amount of the freight (art. 23.5).
- If the Customer takes delivery of the goods without duly checking their condition with BRITPOL or without sending BRITPOL reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within 7 days of delivery in the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie evidence that the Customer has received the goods in the condition described in the consignment note. Furthermore, no compensation shall be payable for delay in delivery unless a reservation has been sent in writing to BRITPOL within 21 days from the time that the goods were placed at the disposal of the Customer (art. 30).
- Legal proceedings against BRITPOL shall be commenced within a period of 1 year; otherwise the right to claim will have become time-barred (art. 32).

14.2 BRITPOL has the right to issue the transport document.

15 Sea transports and Multimodal Transports

15.1 North Sea Freight Conditions of Carriage

15.1.1 In case BRITPOL undertakes sea carriage of the goods from Port-to-Port

or Gate-to-Gate or in respect of Multimodal Transport or if BRITPOL performs such sea carriages or Multimodal Transports as part of a logistic service

15.1.2 Sea transports

15.1.2.1 The Customer shall pay particular attention to the following clauses

in the NSFCC:

- Liability for loss of or damage to the goods is limited to 667 SDR

for each package or unit or 2 SDR per kilo gross weight of the goods lost or damaged (cf. cl. 13.1 and 16.4).

- BRITPOL shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay for sea transports. Without prejudice to the foregoing, if BRITPOL should nevertheless be held legally liable for any such delay, BRITPOL' liability shall be limited to the freight for the transport or to the value of the goods (as determined in cl. 16), whichever is the lower (cl. 14.2).
- If loss or damage to the goods is apparent then notice of loss or for damage to the goods and the general nature of it must be given in writing to BRITPOL at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to take delivery thereof, or, if the loss or damage is not apparent, within 3 consecutive days thereafter, failing which the removal of the goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by BRITPOL of the goods in the same condition as received by BRITPOL (cl. 12).
- All liability whatsoever of BRITPOL shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods should have been delivered (cl. 12 b).

15.1.3 Multimodal Transports

15.1.3.1 Where the stage of the carriage during which the loss occurred is not known, particular attention is drawn to the following clauses in NSFCC:

- Liability for loss of or damage to the goods is limited to 2 SDR per

kilo gross weight of the goods lost or damaged (cl. 16.5).

- BRITPOL shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay. Without prejudice to the foregoing, if BRITPOL should nevertheless be held legally liable for any such delay, BRITPOL' liability shall be limited to the freight for the transport or to the value of the goods (as determined in cl. 16), whichever is the lower (cl. 14.2).
- If loss or damage to the goods is apparent then notice of loss or for damage to the goods and the general nature of it must be given in writing to BRITPOL at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to take delivery thereof, or, if the loss or damage is not apparent, within 3 consecutive days thereafter, failing which the removal of the goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by BRITPOL of the goods in the same condition as received by BRITPOL (cl. 12).
- All liability whatsoever of BRITPOL shall cease unless suit is brought within 9 months after delivery of the goods or the date when the goods should have been delivered (cl. 12 a).

15.1.3.2 Where the stage of the carriage during which the loss occurred is known, particular attention is drawn to the following clause in NS- FCC:

- Liability of BRITPOL shall - subject to the specific conditions out-

lined in NSFCC - be determined in accordance with the provisions contained in any international convention or national law which provisions cannot be departed from and would have applied if a separate and direct contract had been made with BRITPOL in respect of the particular stage of transport where the loss or damage occurred (cl. 13.2).

16 Other Services

16.1 In case BRITPOL undertakes the performance of other Services, such as but not limited to, logistics management, assistance with documents for export and import, collection of "cash on delivery" charges, and Excise and Import Duties, customs clearance, and other assistance concerning the payment for the goods and advice in matters of transport and distribution, BRITPOL shall, unless otherwise stipulated above (clauses 14-17) or regulated within any international convention or compulsorily legislation, be liable to pay damages subject to the rules of damages in tort and contract under the governing law of these T&C.

16.2 Notwithstanding the above clause 16.1, BRITPOL liability shall not exceed (i) the amount payable by the Customer for the service to which the damage or loss relates, or (ii) SDR 50,000 per specific order, whichever is the lesser.

GDPR Privacy Notice

This notice is for people who are located in the European Economic Area ("EEA") and supplements our general Privacy Statement. Our processing of personal data of people who are in the EEA is governed by the General Data Protection Regulation (the "GDPR"), which applies from May 25, 2018. The GDPR requires us to provide certain information to you about your personal data, which we refer to in this notice as your personal information.

Data Controller

The data controller for this website is Adam Zegocki.

Purposes of the processing

The only information collected through our communications and website is company information provided voluntarily by visitors for the purpose of receiving additional information or registering for a service. The personal information visitors may enter through our subscriptions page is used only to provide them with communications in specialty areas they select. When visitors register via our website for one of our events (including webinars and events hosted at our offices), we use the personal information they have provided solely for purposes of contacting them about the event, and to let them know about future events if they have indicated that they would like to receive that information.

Lawful basis for the processing

Generally, we process personal information provided by visitors through our website and communications on the basis of consent.

We may also process personal information on other bases permitted by the GDPR and applicable laws, such as when the processing is necessary for us to comply with our legal obligations.

Categories of personal information

We process the following information when provided voluntarily: name, business title, name of employer, email address (business e-mail address preferred), postal address and/or country, and telephone number (again, business number preferred).

Recipients of your personal information

We may share customer information with our bank or funder from time to time. Note that our service providers have entered into contracts with us that restrict what they can do with your personal information.

Retention period for personal information

How long we retain company or personal information varies according to the type of information in question and the purpose for which it is used. We delete personal information within a reasonable period after we no longer need to use it for the purpose for which it was collected (or for any subsequent purpose that is compatible with the original purpose). This does not affect your right to request that we delete your personal data before the end of its retention period. We may archive personal data (which means storing it in inactive files) for a certain period prior to its final deletion, as part of our ordinary business continuity procedures.

Your rights to access, correct, restrict or delete your personal data and object to processing

You have the right to request access to your personal data, to have your personal data corrected, restricted or deleted, and to object to our processing of your personal data. You also have the right of data portability, which means that you can request that we provide you (or a third party you designate) with a transferable copy of personal information that you have provided to us. Your rights may be subject to various limitations under the GDPR. If you wish to exercise any of these rights, or if you have any concerns about our processing of your personal data, please contact us in any of the ways listed in the section "How to Contact Us" in our general Privacy Notice.

The right to lodge a complaint with a supervisory authority

You have the right to file a complaint concerning our processing of your personal data with your national (or in some countries, regional) data protection authority. The EU Commission has a list here: http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm