

Allseas Cargo (UK) LTD

N.V.O.C.C. – International Freight Forwarders

Business Address: Allseas Cargo (UK) Ltd, Olympic Freight Terminal, Bennett Street, Ardwick, Manchester M12 5NL

CURRENT TERMS AND CONDITIONS

SECTION 1

1 In these Conditions

"Allseas" means Allseas Cargo (UK) Ltd or any subsidiary company.

"Customer" means the party with whom, on behalf of whom or for whose benefit any contract with Allseas is made.

"Dangerous Goods" means any infective, infested, unstable, explosive, hazardous or corrosive material including but not limited to goods classified as dangerous by the International Maritime Organisation, I.A.T.A., British Railways Board and its successors and pursuant to the ADR.

"Valuables" shall include bullion, bank notes cash, currency, bonds, negotiable instruments of securities of any kind whatsoever, precious or rare materials of stones, plate, jewellery, valuable works of art or other precious or rare objects of any kind whatsoever.

2 Allseas are Forwarding Agents and act solely as agents in securing on behalf of the Customer contracts for the movement and storage of goods. Allseas are not carriers, whether common or otherwise, and do not make or purport to make any contract for the carriage, packing or handling of goods by Allseas with the Customer.

3 These Conditions shall apply to all business undertaken by Allseas. All other terms and conditions are hereby expressly excluded. No servant or agent of Allseas has any authority to add to or vary these Conditions, unless such addition or variation is reduced to writing and signed by a Director of Allseas.

4 Allseas shall be entitled to enter in contracts on behalf of the Customer

(a) for the carriage of the goods by any route or by any means.

(b) for the storage, packing or handling of the goods by any persons at any place or places and for any length of time and to do such acts as may be necessary or incidental thereto at the absolute discretion of Allseas and to depart from the Customer's Instructions in any respect if in the opinion of Allseas it is necessary or desirable to do so in the Customer's interest.

5 The Customer warrants that he is either the owner or the authorised agent of the owner of the goods to which any business relates and further warrants that he is authorised to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods. (All such persons being hereinafter called the "Owner").

6 Allseas shall be entitled to perform any of their obligations hereunder by their parent, subsidiary or associated companies or by any other person, firm or company. Any contract to which these conditions apply is made by Allseas on their own behalf and also as agent for and on behalf of any such parent, subsidiary or associated company or other third party, and any such company shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon any such company a liability greater than accepted by Allseas under these Conditions.

7 Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If at any time there is any alteration in the rates of freight, rates of exchange, insurance premiums or other charges applicable to the goods not within the control of Allseas, quotations and charges shall be subject to revision accordingly with or without notice.

8 The Customer warrants that the description and particulars of any consignments furnished by or on behalf of the Customer are accurate.

9 Allseas shall not be obligated to make any declaration for the purpose of any statute or contract as to the nature or value of any goods or as to any special interest in delivery, unless required by law or expressly instructed by the Customer in writing.

10 Allseas shall not be obligated to arrange for the goods to be carried, stored or handled separately from the goods of other customers.

11 Allseas will not insure the goods unless expressly instructed by the Customer in writing. Allseas shall not be obligated to effect a separate insurance on each consignment but may declare it on any open or general policy. All insurances effected by Allseas are subject to the usual exceptions and conditions of the Insurance Company or Underwriters taking the risk. Any claim on the policy and any negotiations with or proceedings against the insurers should be the responsibility of the Customer and not of Allseas. Notwithstanding that the premium upon the policy may not be at the same rate as that charged to or paid by the Customer. Allseas shall not be under any responsibility or liability whatever in relation to such policy.

12 Allseas shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Forwarding Agents.

13 Allseas shall have a general lien on all goods or documents relating to goods in their possession (whether or not any sums are outstanding in respect of the goods in their possession at the relevant time) for all sums due at any time from the Customer or Owner and shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of sums due on 28 days notice in writing to the Customer.

14 Allseas shall be entitled at the expense of the Customer to sell or dispose of goods

(a) on 28 days notice in writing to the Customer or where the Customer cannot be traced after the goods have been held by Allseas for 90 days, and

(b) without notice in the case of perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of Allseas would be likely to perish in the course of carriage, storage or handling.

15 Except under special arrangement previously made in writing between Allseas and the Customer, Allseas will not accept business relating to Valuables, livestock or plants. Should any Customer nevertheless deliver any such goods to Allseas or cause Allseas to handle or deal with any such goods other than by special arrangement previously made in writing, Allseas shall not be liable for any loss or damage to or in connection with the goods however caused.

16 Except under special arrangement previously made in writing, Allseas will not accept business relating to dangerous goods. Should any Customer nevertheless deliver any such goods to Allseas or cause Allseas to handle or deal with any such goods otherwise than under special arrangement previously made in writing, the Customer shall be liable for all loss or damage caused by or connected with the goods, howsoever arising (whether or not caused or contributed to by the negligence of Allseas) and the Customer shall indemnify Allseas in respect of claims, demands, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of Allseas or any other person in whose custody they may be at the relevant time. If such goods are accepted under special arrangement previously made in writing they may nevertheless be destroyed if in the opinion of Allseas they become a danger to other goods, persons or property.

17 Where goods are consigned.

(a) on terms that they should be paid for on delivery and for any reason payment is not made in full Allseas may at their absolute discretion, reimburse the Customer with the amount of payment not so made, whereupon the Customer should on request assign to Allseas by an instrument in writing the whole of the Customer's title to or interest in the goods and the right to receive payment therefore and shall co-operate fully with Allseas in enforcing all rights so assigned or

(b) on terms that the goods should only be delivered to the consignee on production of a house bill of lading, delivery order or similar document and owing to the failure to demand such a document the goods are delivered to the consignee before he has paid for them in full, Allseas may, at their absolute discretion, reimburse the Customer with the amount of payment not so made whereupon the Customer shall on request, assign to Allseas by an instrument in writing the whole of the Customer's title to or interest in the goods and the right to receive payment therefore and shall co-operate fully with Allseas in enforcing all rights so assigned.

18 Notwithstanding any agreement between Allseas and the Customer as to the payment of any charges due to Allseas by a consignee or other third party the Customer shall remain liable for payment of the charges of Allseas which remain unpaid for 30 days after demand for payment has been made by Allseas to the Consignee or other third party or 30 days after delivery to such a party whichever shall be the sooner. All sums due to Allseas shall be subject to interest at 4% per annum above the base rate of HSBC Bank plc from the date when payment falls due until the date of payment.

19 Save where otherwise provided in these Conditions Allseas shall not be liable to the Customer, Owner or consignee for loss, damage, delay, non-delivery or mis-delivery of or to the goods unless it is proved that the loss, damage, delay, non-delivery or mis-delivery resulted from negligence or breach of duty on the part of Allseas and in no circumstances whether or not contributed to by the negligence of Allseas, will Allseas be liable for any consequential loss, loss of market or loss of profit.

20 Without prejudice to Clause 19 hereof in no case shall the liability of Allseas, however arising and whether or not contributed to by the negligence of Allseas exceed

(a) the cost to the Customer of the goods in relation to which the claim is made or

(b) a sum calculated at the rate of 2 SDRs as defined by the International Monetary Fund per kilo gross weight of the goods, whichever is the lesser provided always that Allseas' liability under Clause 20(b) shall not be less than £10 or more than £15,000 in respect of any one consignment and notwithstanding the above

(c) the maximum liability of Allseas in the case of delay shall not exceed the charges levied by Allseas net of costs and charges payable to those performing the movement and/or packing and/or storage characteristic of the contract.

(d) the Customer shall make full and prompt payment to Allseas of all sums when due without reduction or deferment on account of any claim, counterclaim or set-off.

21 (a) Any claim by the Customer or Owner against Allseas shall be made in writing and notified to Allseas

(i) in the case of damage to, or partial loss of, the goods, within 14 days of the delivery thereof

(ii) in the case of non-delivery within 14 days of the date when the goods should have been delivered and

(iii) in any other case within 14 days of the event giving rise to the claim.

Any claim not notified as aforesaid should be deemed to be waived and absolutely time barred.

(b) without prejudice to paragraph (a) above Allseas shall be discharged of all liability whatsoever and howsoever arising whether or not as a result of the negligence of Allseas in respect of any service provided for the Customer and which Allseas has agreed with the Customer to provide to any other party unless proceedings are issued and written notice thereof given to Allseas within 9 months of delivery of the goods in the case of damage or partial loss or from the commencement of carriage of the goods in the case of non-delivery or in any other case from the date on which Allseas entered into the agreement with the customer.

22 (a) The Customer undertakes that no claim shall be made against any Director, servant, agent or employee of Allseas in respect of any liability in connection with the provision of services by Allseas which are subject to these conditions. If a claim is brought by the Customer against any party in breach of this condition the Customer undertakes to indemnify Allseas in respect of any claim made against Allseas arising from that breach.

(b) The Customer shall indemnify Allseas against any claim or liability for costs and expenses whatsoever including but not limited to duties, taxes, fines, levies and seizures by any authority in relation to the goods arising from any breach by the Customer of any warranty given to Allseas or from the negligence of the Customer or as a result of Allseas acting in accordance with the instructions given by the customer.

(c) The Customer shall indemnify Allseas in respect of any liability incurred in excess of that set forth in these Conditions to any party in connection with the performance of the services which are the subject of the contract between Allseas and the Customer whether or not such liability arises from the negligence of Allseas.

SECTION II

23 Allseas are forwarding agents whose sole obligation is to procure contracts for the carriage, storage, packing or handling of goods by other persons on behalf of the Customer and whilst Allseas does not purport to enter into any contract for carriage or to be a carrier for the purposes of the Carriage of Goods by Sea Act 1971, Carriage by Air Act 1961 or the Carriage of Goods by Road Act 1965 or any Acts altering, amending or superseding those Acts.

24 Without prejudice to the exceptions and limitations contained herein Allseas shall be entitled to benefit of all exceptions and limitations in favour of the carrier or other person storing or handling the goods (such other person together with the carrier being hereinafter called "the carrier") contained in Allseas contract with the carrier, and where such exceptions and limitations are inconsistent with those contained herein Allseas shall be entitled to the benefit of those most favourable to them. The customer will not seek to impose on the carrier any liability greater than that accepted by the carrier under such contract.

SECTION III

25 Notwithstanding the provisions of Section I and II of these conditions Allseas shall be entitled to perform all of or part of any agreement with the Customer itself or by its subsidiary or associated companies and in no circumstances shall Allseas perform its obligations as a common carrier. Where Allseas performs an agreement by its associated or subsidiary companies or as principal or where Allseas is deemed to be carrier it shall be entitled:

(a) to carry the goods by any routes or means;

(b) to store, pack or handle the goods in such manner place or time as it, in its sole discretion, deems suitable;

(c) to issue such documents of title and/or in relation to the carriage of the goods as Allseas in its sole discretion shall deem necessary and the conditions contained in such transportation documents and/or documents of title shall, insofar as they conflict with these conditions override them and the Customer shall be provided with a copy of such documentations and the conditions thereon upon request;

(d) to depart from the Customer's instructions in the Customer's interest where in the opinion of and at the sole discretion of Allseas it is deemed necessary or desirable to do so.

26 Where Allseas is deemed to be a carrier under any contract subject to terms and conditions compulsorily applicable by law these conditions insofar as they are applicable shall be void to the extent that they are inconsistent with such compulsorily applicable conditions but no further.

SECTION IV

27 Where in these Conditions any matter is to be determined in accordance with the opinion of Allseas the certificate of Director or Secretary of Allseas for the time being shall be conclusive evidence as to the opinion of Allseas at the relevant time.

28 In the event that any clause or part thereof should be held to be unenforceable by the Courts these Conditions shall be read as though that clause or part thereof had been deleted but the remainder of the Conditions shall remain in force and be relied upon for their full effect.

29 Allseas' Conditions and any contract to which they apply, shall be governed by English Law and all disputes arising out of or connected with any such contract shall be subject to the exclusive jurisdiction of the English courts.