

## TRADING CONDITIONS OF EWEPACK (Space-Pods Limited)

The Conditions stated below shall form the basis of contract for all transactions between the Forwarder and Shipper. The Conditions will preside on all Transactions:

- a) Whether or not the Contract is evidenced in writing
- b) Whether or not the Forwarder actually performs the carriage of goods
- c) Whether or not Offer or Acceptance makes specific reference to the Conditions

Each exclusion or limitation in these Conditions exists separately and cumulatively.

### DEFINITIONS

1. Words used in these Conditions shall be construed as follows:

- "Forwarder" - The company trading under these Conditions
- "Shipper" - The entity whether a person or body corporate with whom the Forwarder contracts
- "Owner" - The actual legal owner of the Goods or any party which has an interest or who may gain an interest in the Goods
- "Goods" - The subject matter of the Transaction
- "Transaction" - The purpose for which the Shipper employs the Forwarder whether or not the Shipper actually gives a gratuity to the Forwarder
- "Conditions" - The terms set out herein

### APPLICATION

2. If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Forwarder of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
3. The Shipper contracts as either the Owner of the Goods or as agents for the Owner and in so doing accepts on behalf of the Owner that these Conditions apply to both the Owner and Shipper.
4. The Owner accepts that their rights are subject to these Conditions whether or not expressly advised by the Shipper and accepts that any rights which the Forwarder may have against the Owner or Shipper are both joint and several

### THE FORWARDER

5.
  - a) The Forwarder will offer his services as an agent or may provide them as principal either in the Forwarder's own right or by employing the services of another
  - b) The provision of service at an inclusive price shall not alone determine whether the Forwarder has contracted as a principal
  - c) When acting as an agent the Shipper will be deemed to have direct contractual relations with the actual carrier and the Forwarder is understood to have purely facilitated the relationship and not be party to the contract of carriage between Shipper and the carrier.
6. The Shipper hereby expressly authorises the Forwarder to contract with others on the Shipper's behalf to:
  - (a) arrange for the carriage of the Goods by any means as the Forwarder deems appropriate
  - (b) arrange for packing, trans-shipment, loading, unloading and storage as the Forwarder deems appropriate
  - (c) arrange transportation in, by whatever means and with whatever goods as the Forwarder deems appropriate
  - (d) to act with due diligence and care as may be considered reasonable
7. The Forwarder will at its discretion deviate from the agreed route or means of carriage and/or storage

8. The Forwarder is authorised to carry out the contract of carriage and or storage either in the Forwarder's own right, by the Forwarder's subsidiary, parent or associated company and these Conditions shall be construed to apply directly between the Shipper and said subsidiary, parent and or associated company
9. (A) The Forwarder will be entitled to a General Lien on any goods, documents, monies either in the custody or control of the Forwarder and shall be authorised to dispose or sell such goods, documents or monies within 28 days of written notice to the Shipper in order to defray such sums as the Shipper may owe to the Forwarder. The Forwarder shall be free of all responsibility for any goods, documents or monies as soon as the Forwarder has disposed or sold the same.

The right of disposal or sale by the Forwarder shall arise immediately provided that the Forwarder has taken all reasonable steps to bring any sums due to the Shippers attention before selling or disposing the goods.

10. The Forwarder shall be entitled to retain all commissions, gratuities, brokerages, fees and allowances as may be customary in the trade
11. (A) Should the Shipper, Owner or Consignee refuse or be unable to take delivery of the Goods at the agreed location or such time and place as the Forwarder shall be entitled to deliver the Goods then such Goods shall be held in storage at the Shipper's expense and that the Forwarder shall be relieved of all responsibilities for the safety and continued well being of the Goods.

(B) The Forwarder shall be entitled to sell or dispose of the Goods:

- (i) if the Shipper, Owner or Consignee can no longer be identified provided that 28 days notice of the action is sent by post to the last known address of the Shipper
- (ii) without notice if the goods are liable to perish deteriorate or change or cause damage to any other party or be in any breach of any international convention, law, bye-law or regulation

12. Insurance of the Goods will only be effected upon receipt of express written instructions from the Shipper subject to the Insurance Company's terms conditions exceptions and exclusions as may from time to time apply.

Insurance arrangements are conducted by the Forwarder as agents for the shipper and such arrangements by the Forwarder for and on behalf of the Shipper are subject to the terms conditions and limitations set out within these Conditions

13. The Forwarder accepts no liability for release of Goods upon collection of any monies or documents as may be required by the Shipper unless expressly agreed in writing and in any event such instructions will be undertaken as Agent for the Shipper whether conducted in person by the Forwarder or by any one acting with the Forwarder's permission.
14. Any advice and or information of whatever nature given to the Shipper is given without any liability to the Shipper or to any person, company or body who bears reliance on such information. The shipper shall hold harmless and relieve the Forwarder of all responsibility and or liability cost claims loss damage or expense suffered by any person company or body who may rely on such advice whether or not a gratuity has been paid to the Forwarder.
15. The Forwarder accepts no liability or responsibility for any jewellery , precious metal, bullion cash, precious stones antiques, object d'art pictures, human remains or any living thing unless previously agreed in writing. Deviation from the above will be subject to proof by the Shipper.
16. The Forwarder accepts no liability or responsibility for any hazardous dangerous harmful goods or substances or for any goods liable to cause loss damage injury or destruction to any property or person or for any goods liable to taint stain or change the constitution appearance or value of any property unless expressly agreed in writing. Should the Goods in the Forwarder's opinion give rise to or are likely to give rise to the aforementioned then such goods shall be disposed at the Shippers expense.

17. Where the carriage rates for goods shall differ dependent upon the value of Goods or the liability of the carrier differ dependent on the value of the Goods no value shall be entered by the Forwarder unless expressly agreed in writing and the additional monies due paid

#### **THE SHIPPER**

18. The Shipper warrants
- (A) That full and proper particulars have been furnished to the Forwarder
  - (B) That where Goods are made available in a form already packed and stowed for carriage that such packing stowage and any equipment supplied for carriage is appropriate sound and travel worthy for the method of transport and destination intended
  - (C) That all Goods are properly identified and marked for transportation.
19. Should the Forwarder agree in writing to carry to carry any hazardous dangerous harmful goods or substances or any goods liable to cause loss damage injury or destruction to any property or person or any goods liable to taint stain or change the constitution appearance or value of any property the Shipper shall indemnify and hold harmless the Forwarder for any loss damage expense or outlay caused by any hazardous dangerous harmful goods or substances or any goods liable to cause loss damage injury or destruction to any property or person or any goods liable to taint stain
20. The Shipper agrees no to take action against any employee direct servant of officer of the Forwarder and to indemnify the Forwarder should any Third Party take action against any employee direct servant of officer of the Forwarder in connection with the service the subject of this Contract
21. The Customer agrees to indemnify and hold harmless the Forwarder for:
- A) All loss damage expense liability costs including but not limited to fines duties levies deposits and outlays of whatsoever nature which are due to any authority arising out of the Forwarder acting in accordance with the instructions of the Shipper or arising from any breach of Warranty of these Conditions by the Shipper or arising from the negligence of the Shipper
  - (B) Without deviation from Sub Clause (A) above any liability resulting from or reasonably assumed by the Forwarder when trying to comply with the instructions of the Shipper
  - (C) All claims expenses losses damages in excess of the responsibilities detailed in these Conditions regardless as to whether such claim expense loss or damage has arisen as a result of the negligence or breach of Duty of the Forwarder, its servants, sub-contractors or agents
  - (D) All claims of a General average nature as may be made on the Forwarder
22. (A) The Shipper shall pay to the Forwarder all sums due to the Forwarder in cash immediately when due without reduction set-off deferment on account of any claim or counterclaim
- (B) The Shipper will pay the Forwarder interest at a rate of 4% above the base rate of the Bank of England in respect of any amount or sums of money being overdue
23. Should the Forwarder agree to collect any freight duties monies or other expenses from the Consignee or any other party the Shipper shall remain responsible for such freight duties monies or other expenses until such time proper evidence of payment or collection is furnished to the Forwarder
24. Where liability for General Average arises in connection with the goods, the Shipper or Owner shall promptly provide security to the Forwarder or to any other party designated by the Forwarder in a form acceptable to the Company.

## **LIABILITY AND LIMITATION**

25. The Forwarder shall carry out its duties by exercising a reasonable degree of skill care judgement and diligence.
26. The Forwarder accepts no responsibility for loss damage destruction or expense caused by:
- (A) Strike, restraint of labour, lock-out, labour disputes, stoppage
  - (B) any cause that the Forwarder is unable to avoid by exercising a reasonable degree of skill care judgement and diligence.
27. The Forwarder accepts no responsibility for departure and arrival dates unless previously agreed in writing.
28. (A) Subject to Clause 2 and 12(B) above and Sub Clause (D) below, the Forwarder's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed
- (i) in the case of loss or damage to goods
    - (a) the value of the goods lost or damaged at the time that they are shipped or should have been shipped or
    - (b) £40 per item whichever shall be the least
  - (ii) in the case of all other claims
    - (a) the value of the goods lost or damaged at the time that they are shipped or should have been shipped or
    - (b) £40 per item or
    - (c) £50,000 whichever shall be the least
- (B) Should the Forwarder agree in writing to accept responsibility for departure and arrival dates of the goods in accordance with Clause 27 above the liability of the Forwarder shall be limited to twice the charges the subject of the relevant transaction subject to Clause 2 above and Sub Clause (D) below.
- (C) The Forwarder accepts no responsibility for Consequential Loss of whatever kind howsoever caused subject to Clause 2 above and Sub Clause (D) below.
- (D) The Forwarder may accept responsibilities in excess of the responsibilities detailed in these Conditions provided that such agreement is evidenced in writing and that the appropriate additional charge as may be agreed has been paid by the Shipper to the Forwarder.
29. (A) The Shipper shall notify the Forwarder of any claim in writing within 14 days of or when the Shipper became aware of or should have become aware of any loss damage or destruction or any event or occurrence likely to give rise to any loss damage or destruction and any claim not notified within this time shall be deemed to be waived and absolutely time barred except where the Shipper can demonstrate that compliance with this Condition was impossible and that the claim was made thereafter within a reasonable time.
- (B) Notwithstanding Sub-Clause (A) above the Forwarder will be discharged of all responsibility and liabilities to the Shipper unless suit be brought and written notice thereof be given to the Forwarder within nine months of the event or occurrence giving rise to the any claim by the Shipper

## **JURISDICTION AND LAW**

30. The Law of England and the exclusive jurisdiction of the English Courts shall apply at all times to these Conditions and any act or contract to which they may apply and any claim or dispute shall be heard accordingly