

**PLUSCRATES LIMITED t/a PLUS UK LOGISTICS
TERMS AND CONDITIONS DATED 1st OCTOBER 2020**

By acceptance of services of Plus UK Logistics customers and any other party with an interest in the goods and services agree to these Terms and Conditions of trade.

I. Definitions:

Pluscrates Ltd t/a Plus UK Logistics is hereinafter referred to as Plus UK. Plus UK as referenced hereinafter shall include, but is not limited to the following services; warehousing, storage, transportation, portage and/or related services.

II. Scope:

These Terms and Conditions shall be binding upon customer, their consignees and suppliers and Plus UK. Each shall have the benefit of and be bound by all provisions stated herein, including but not limited to time limits and limitations of liability.

Transit

- a. Transit commences when Plus UK take possession of the consignment, whether at the collection address set out in the order or at our premises.
- b. Transit shall (unless otherwise previously determined) end when the consignment is delivered to the delivery address set out in the order and signed for by the consignee except that:
 - b1) If no safe and adequate access or, if applicable, no adequate unloading facility exists at the delivery address, transit shall end at the expiry of one hour after Plus UK have given notice to customer by telephone of the arrival of the consignment at our premises; or
 - b2) When for any other reason whatsoever the consignment cannot be delivered or when consignment is held by Plus UK "to be kept until called for" or upon any similar instructions and the consignment is not called for and/or removed within a reasonable time determined by Plus UK, then transit shall end at the expiry of the reasonable time as determined by Plus UK.

Storage

- a. Storage commences when the consignment has been delivered to Plus UK address as set out in the Order.
- b. Storage shall end when the consignment is collected from Plus UK premises, except that when a Consignment is held by Us "to be kept until called for" or upon any similar instructions and the consignment is not called for and/or is not collected within a reasonable time (as determined by Plus UK), then Storage shall end at the expiry of the reasonable time as determined by Plus UK.

Lien

- a. We shall have a general lien over the consignment against the customer or the owner of the consignment (as applicable). This means that Plus UK will be entitled to retain possession over the consignment until all monies due from the customer to Plus UK are paid.
- b. Where such lien is not satisfied within a reasonable time, Plus UK may, in its absolute discretion, sell the consignment or any part of it as agent for the customer. Plus UK will pay the proceeds to the customer after deducting all proper charges and expenses in relation to the consignment and of all

outstanding charges in relation to the services and the expenses incurred by Plus UK in relation to the storage and sale of the consignment. You acknowledge and agree that Plus UK shall have no further liability or responsibility to you whatsoever in connection with the consignment.

Our Charges

- a.** Our charges will be made in accordance with our current tariffs when the contract is made or as otherwise agreed between the customer and Plus UK in writing. Where Plus UK and the Customer agree a tariff which differs from our current standard tariff, the tariff agreed will be reviewed by the parties as a minimum on an annual basis. Where Plus UK and the customer are unable to agree on a new tariff during the review, the tariff to be applied will default to Plus UK's current standard tariff in place at the time of the review.
- b.** When you engage Plus UK for any services Plus UK may conduct a credit check upon you. If you request, Plus UK may, at our discretion, set up a trading account for you with a credit limit, which Plus UK may increase or decrease from time to time.
- c.** If You have a trading account with Plus UK then you must keep within your credit limit and credit payment terms at all times. If you reach the credit limit then you must pay the outstanding balance (or a lesser amount as specified by Plus UK in our absolute discretion) before receiving any further services. Your credit amount and limit may be regularly reviewed and Plus UK may change, withdraw or request immediate full payment of the balance at any time. Invoices will be prepared by Plus UK at least once a month.
- d.** Each of Our invoices must be paid within 30 days of the date of the invoice unless you notify Plus UK of any bona fide dispute in relation to an invoice within 7 days of the date of that invoice. You shall pay any undisputed amount of the disputed invoice in accordance with this condition but may withhold the disputed amount until the amount due has been agreed or otherwise determined.
- e.** We shall be entitled to charge interest on the outstanding amount from the due date until payment is made in full at the rate of 15% per annum over HSBC's base rate from time to time, which interest shall accrue on a daily basis from the date payment becomes overdue until the date payment of the overdue amount together with all interest that has accrued is received by Plus UK in cleared funds.

Data Protection

- a.** Where, in connection with these terms or a contract, the customer or Plus UK (the Data Processor) processes personal data (as defined in the General Data Protection Regulation 2018) on behalf of the other, the data processor shall:
 - A1)** only process such personal data to the extent reasonably necessary for the performance by it of its obligations under the contract; and
 - A2)** implement appropriate technical and organisational measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing.
- b.** For further information please see <https://pluscrates.com/privacy-policy/>

III. Disclaimer and limitation of liability:

Under no circumstances will any party be liable for special, incidental, consequential, indirect or punitive damages including but not limited to loss of profits or income.

Liability for Loss or Damage to Goods

- a.** Condition of Goods. Plus UK shall not be liable for damage, loss, or delay to consignments improperly packed, glass breakage or concealed damage. Plus UK shall not be liable for ordinary wear and tear in handling of goods or for damage to shrink wrapped Goods. It is the Customer's responsibility to

ensure that goods are packaged correctly prior to transport or movement on or off the commercial vehicles.

- b. Plus UK shall be liable for loss or damage to consignments in transit whether caused or contributed to directly or indirectly by any act, omission, neglect, default, or other wrongdoing on our or our representative's part - limited to the cost of replacing or repairing the consignments and capped at two times the value of the contract number – that is: the charge for delivery or collection of the damaged or missing consignment/s.
- c. Receipt of Goods. Plus UK shall not be liable for goods received without receipts, POD's or specified piece count on receipts or POD's.
- d. Force Majeure. Plus UK shall not be liable for loss or damage that results from acts of god, weather conditions, act or default of customer, consignee or supplier or of the goods, inherent nature of the goods, industrial disputes, and acts of terrorism or war.
- e. Unattended Goods. Plus UK assumes no liability for loss or damage to unattended goods received at any time from the point of receipt of inbound goods until the loading of the outbound goods. Customer is responsible for insuring its own goods for any and all risk of loss.
- f. Concealed Damage. Plus UK shall not be liable for concealed loss or damage including but not limited to; glass, electronic equipment, prototypes, original art, unpacked goods, or improperly packaged or labelled goods.
- g. Insurance. Plus UK is not an insurance company and does not offer or provide insurance. It is the obligation of Customer to ensure Goods are insured at all times. Loss or theft of the Goods in storage or in transit is the sole responsibility of the customer. Plus UK recommends customer arrange for all risk coverage.

IV. General

- a. In the event of any conflict between the terms and conditions of these Terms and an Order, the terms and conditions of these Terms shall prevail.
- b. Consignment Notes. A Plus UK representative will sign a document prepared by the customer and/or Plus UK acknowledging that Plus UK have taken possession of the consignment.
- c. If Plus UK sign a document in accordance with IV.b above the customer acknowledges and agrees that such document will not be evidence of the condition or the correctness of the declared nature, quantity or weight of the consignment at the time it they are received by Plus UK.
- d. Neither customer or Plus UK shall be entitled to assign, novate or otherwise transfer any of our rights and/or obligations under these terms or any contract without the prior written consent of the other party (that consent not to be unreasonably withheld or delayed) except that the customer acknowledges and agrees that Plus UK may use sub-contractors to perform the services or parts of the services from time to time.
- e. No variation to these terms shall be valid unless it is in writing and signed by duly authorised representatives of Plus UK and of the customer which, in the case of Plus UK, is one of the statutory Directors in place at the time. The variation will take effect from the date of last signature.

- f. No failure or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. No waiver by either party of any requirements of these terms or any contract, or of any remedy or right under these terms or any contract, shall have effect unless given in writing and signed by that party.
- g. If any provision of a contract or these terms is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of the contract or these terms will remain in full force and effect and will not in any way be impaired.
- h. If any provision of a contract or these terms is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.
- i. The relationship between Plus UK and the customer is that of supplier and purchaser. Nothing in terms or in any contract shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party, or to contract in the name of, or to create a liability against, the other party in any way or for any purpose.
- j. No person other than the customer and Plus UK shall have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of these Terms.
- k. Each contract together with any documents referred to in it contain the entire agreement between the parties relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms.
- l. The Customer confirms that, in entering into the contract, it has not relied on and shall have no remedy in respect of any statement, representation or warranty that is not set out in these terms and agrees that the only remedy available to it for breach of any statement, representation or other term that is expressly set out in these terms shall be for breach of contract. Nothing contained in this condition shall however operate to limit or exclude any liability of either party for fraud or fraudulent misrepresentation.
- m. These terms and each contract and any claim or dispute arising out of or in connection with any of them or their subject matter or formation (including non-contractual claims or disputes) shall be governed by, and construed in accordance with, the laws of England and Wales.
- n. You and Plus UK both irrevocably submit to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with these Terms and each Contract or their subject matter or formation (including non-contractual claims or disputes).

These terms apply to your order.