

Terms and Conditions

MOTIS IRELAND LIMITED

STANDARD TRADING TERMS AND CONDITIONS for the supply of logistical back office services.

1.1 In these Terms and Conditions "the Company" means Motis Ireland Limited and any of its trading divisions, and "the Customer" means the person or company who contracts for the services of the Company. "the Carrier" means the shipping line brokered by the Company on the customers behalf.

1.2 The following Terms and Conditions apply to all contracts entered into by the Company. The company will provide on request:

1.2.1 All shipping routes ferry crossing (including Irish Baltic, Channel & Mediterranean).

1.2.2 All Alpine tunnel tolled crossing (including Mont Blanc & Frejus tunnel).

1.2.3 All intermodal routes (including Novara-Freiburg and return)

1.2.4 All European Motorway tolls.

Motis Ireland Ltd will also provide (though not restrictive to the agreement)

1.2.5 Road Haulage insurance (including goods in transit insurance).

1.2.6 Fuels for work carrying out work as per the agreement.

2.1 Contracts relating to the transport by road of goods and/or installation of machinery within or between the United Kingdom and/or the Republic of Ireland and/or the Channel Islands and/or the Isle of Man shall be subject to the Road Haulage Association Limited Conditions of Carriage 1998 where the Company is referred to as "the Carrier". Copies of these conditions will be supplied free of charge on request.

2.2(a) Contracts relating to the arrangement of international transport of goods by any means including the transit of goods through a warehouse as part of an international movement but excluding destinations noted in 2.1 above shall be subject to the British International Freight Association (BIFA) latest Standard Trading Conditions Latest Edition wherein the Company is referred to as "the Company". Copies of these conditions will be supplied free of charge on request.

2.2(b) Additionally, contracts relating to the carriage of goods by road outside or beyond the United Kingdom are subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and are otherwise subject to such legislation as may from time to time be applicable.

2.2(c) In all dealings with HMRC for and on behalf of the Customer and/or owner, the company is deemed to be appointed and acts as Direct Representation only.

2.2(d) Contracts relating to travel is subject to your acceptance of the terms and conditions of the carrier. The Company cannot be held liable for any losses or expenses incurred if sailings are delayed or cancelled for any reason. The company cannot be held liable for any losses or expenses incurred if any booking or transit is cancelled or amended by the carrier.

2.2(e) It is the Customer's responsibility to ensure vehicles and cargos are adequately insured for any transit. The Company cannot be held liable for any losses or expenses incurred as a result of inadequate insurance.

2.3 Contracts relating to the storage or warehousing of goods shall be subject to the Road Haulage Association Limited Conditions of Storage 1998 wherein the Company is referred to as "the Contractor" Copies of these conditions will be supplied free of charge on request.

2.4 Contracts relating to Shipping of Vehicles / Products shall also be subject to the following.

2.4 (a) Where appropriate, the Company shall act as ship broker (or part of) on behalf and in the name of his clients to arrange shipping. Therefore the Terms' and Condition's of Carriage of the actual shipping line will be applied to vehicles / companies using the route, use of which has been brokered by the Company

2.4 (b) The Customer is obliged to deliver the Vehicle that is to be shipped at the agreed place and at the agreed time. The Customer is also obliged to submit to the Company in time any documents required for shipping.

2.4 (c) The Company will not be liable for any damages, costs or consequences due to the failure of the Customer to adhere to the Carriers terms and conditions. Should such an incident occur, it will be for the Customer and Carrier to resolve between themselves.

2.5 (d) The company will not be liable for any damages, costs or consequences due to carrier neglect. Any such matters must be resolved by the carrier.

2.5 (e) The Company shall not in any event be liable for any consequential loss including but not limited to, the following: loss of profits, loss of market, loss due to fire or the consequences of fire, or loss due to late delivery, non-delivery or mis-delivery howsoever the same arises. Neither party will be liable for any act or omission which is caused by any event beyond its control ("a Force Majeure Event"), including Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, severe weather, acts of local or central government or other competent authorities.

2.5 (f) The Company reserves the right to charge the Customer in full in respect waiting time costs incurred by the Company due to the non-fulfilment by the Customer of these Terms and Conditions.

2.5 (g) The Company is not obliged to his client to give a guarantee to third parties, to provide good faith deposits or make any payments for which he has not been provided with funds or sufficient cover.

2.5 (h) If however the Company provides such special services without accepting any obligation, the Company must be appropriately remunerated irrespective of his claim for refund, such as interest, bank fees etc.

2.5 (i) The Company will however act with the prudence of a commercial businessperson to assist in any such claims between the Customer and the Carrier (but will not be liable for costs incurred by assisting unless specifically agreed previously)

3.1 The Company is not a common carrier and will accept goods only on these conditions.

3.2 Any offer made by the Company in any area of business is applicable until further notice, and may be changed with immediate effect following notification to the Customer (Verbal or Written) unless specifically offered in writing.

4. Credit facilities may be given by the Company on completion of the credit application process. Until credit facilities are arranged the Company may request cash payment for all or any transactions. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency. Once credit facilities are agreed the following conditions shall apply.

- (a) No credit is permitted for overseas disbursements and shipping companies charges. Except by prior arrangement invoices are payable upon receipt. Documents (e g Bills of Lading) will only be released against such payment.
- (b) No credit is given on duty or VAT advances on behalf of the Customer and such advances are subject to a facility fee of 3% (minimum charge £10). Any duty or VAT unpaid 7, days after invoicing will be subject to interest charges at 2% per month.
- (c) All other charges for transport, forwarding and related activities are payable by the 1st of the month following date of invoice
- (d) Credit limits are fixed at a ceiling of two months turnover
- (e) The Company reserves the right to withdraw credit facilities without prior notice to the Customer.
- (f) The Company reserves the right to charge interest at 5% above Bank of England base rate per month on overdue accounts.

- (g) The Company reserves the right to raise an administration fee for any cheques returned by its bankers for whatever reason.
- (h) The Company reserves the right to offset amounts due by the customer to the company against amounts payable by the Company to the Customer howsoever arising.

5. Should it be necessary for the Company to instruct a third party e.g. Solicitor or Debt Collection Agency to collect any outstanding balance on behalf of the Company then the following additional Administration Charges will be payable:

| | |
|---|--------------|
| Outstanding balance up to £500 | £100 payable |
| Outstanding balances between £501-£1000 | £200 payable |
| Outstanding balance in excess of £1000 | £300 payable |

These charges are in addition to any Court and Solicitor's fees which may be payable.

- 6. Please provide any details of queries or disputes, in writing, within three weeks of receipt of any invoices.
- 7. These Standard Trading Terms and Conditions cannot be altered or varied without the prior approval of a Director of Motis Ireland Limited which must be confirmed in writing to be valid.
- 8. The Company reserves the right to vary any of the above without necessarily giving prior notice to the customer.
- 9. These Terms and Conditions and any act or contract to which they apply shall be governed the laws of Northern Ireland and any dispute arising out of any act or contract to which these Terms and Conditions shall apply shall be subject to the exclusive jurisdiction of the Northern Irish Courts.

On Behalf of the customer

On Behalf of Motis Ireland Ltd

Customer Name _____
 Signed _____
 Name _____
 Position _____
 Date _____

Signed _____
 Name _____
 Position _____
 Date _____