

# STANDARD TRADING CONDITIONS ADOPTED JULY 1st, 1997

## SECTION I

1. In these Conditions "the Company" means Conway Shipping Ltd. or any subsidiary or Associated Company of Conway Shipping Ltd. which may adopt these Conditions as the case may be. "Customer" means the person for whom any business is done by the Company or with whom any contract for the rendering of services by the Company is made. "Dangerous Goods" means Goods which may or might, however remotely, be likely in the opinion of the Company to cause damage, deterioration or diminution in value to other goods, persons, or property; "Valuables" shall include bullion, coins, precious stones, jewellery, antiques, pictures, bank notes, securities and other valuable documents and articles.
2. The Company are Shipping and Forwarding Agents, and, except in the special circumstances to which Sections 11 and 111 of these Conditions apply, act solely as agents in performing and securing services for the Customer and entering into contracts on the Customer's behalf with other persons. Except in special circumstances to which Section 111 of these Conditions apply, the Company are not carriers, and do not make or purport to make any contract for the carriage, storage, packing, stevedoring or handling of goods with the Customer. The Company are not common carriers. These Conditions shall apply to all business undertaken by the Company including any advice, information or service provided whether gratuitously or not. All other terms and conditions are hereby expressly excluded. No servant or agent of the Company has any authority to add to or vary these Conditions, unless such addition or variation is reduced to writing and signed by a duly authorised representative on behalf of the Company. In the event of any conflict between these Conditions and any conditions contained in any document submitted by the Customer, the provisions of these Conditions shall prevail. The Company shall be entitled to enter into contracts
4. (a) for the carriage of goods by any route or by any means; (b) for the storage, packing, stevedoring 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 the Company, and to depart from the Customer's instructions in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customer's interests. The Customer hereby expressly authorises the Company to do such acts and enter into such contracts as are referred to in Clause 4 hereof on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departure from the Customer's instructions as aforesaid.
6. 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").
7. The Company shall be entitled to perform any of their obligations hereunder by themselves or by their parent, subsidiary or associated companies, or by any other person, firm or company carrying out the functions of Shipping and Forwarding Agent. Any contract to which these Conditions apply is made by the Company on their own behalf and also as agents for and on behalf of any such parent, subsidiary or associated company or such other person, firm or company, 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 that accepted by the Company under these Conditions.
8. 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, labour costs or other charges applicable to the goods, or other increases in costs of any nature whether within the control of the Company or not, quotations and charges shall be subject to revision accordingly either with or without notice (at the Company's discretion).
9. The Customer warrants that the description and particulars of any consignments furnished by or on behalf of the Customer are accurate.
10. Except under special arrangements previously made in writing the company will not accept business relating to valuables, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods other than under special arrangements previously made in writing, the Company shall not be liable for any loss or damage to or in connection with the goods, however caused.
11. The Company shall not be obliged 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. The Company shall not be obliged to arrange for the goods to be carried, stored, stevedored or handled separately from the goods of other Customers.
13. The Company will not insure the goods unless expressly instructed by the Customer in writing. The Company shall not be obliged to effect a separate insurance on each consignment, but may declare it on an open or general policy. All insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the Insurance Company or Underwriters taking the risk. Any claim on the policy shall be made and any negotiations with or proceedings against the insurers shall be conducted by the Customer and not by the Company, notwithstanding that the premium upon the policy may not be at the same rate as that charged to or paid by the Customer.
14. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Shipping and Forwarding Agents and Insurance brokers.
15. All sums shall be paid to the Company in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set off of any nature and whether arising under or in relation to this contract or any other contract. The Company shall have a general lien on all goods or documents relating to goods in their possession 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 such sums on 28 days' notice in writing to the Customer. Upon accounting to the Customer or Owner for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company shall be discharged of any liability whatsoever in respect of the goods or documents. The Company shall be entitled at the expense of the Customer to sell or dispose of
16. (a) on 21 days' notice in writing to the Customer or, where the Customer cannot be traced after the goods have been held by the Company for 90 days, all goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any other reason and (b) without notice 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 the Company would be likely to perish in the course of the carriage, storage or handling.
17. Except under special arrangements previously made in writing the Company will not accept business relating to dangerous goods, nor with goods likely to harbour or encourage vermin or other pests, nor with goods liable to taint or affect other goods. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Customer shall be liable for all loss or damage caused by or to or connected with the goods however arising and shall indemnify the Company against all penalties, claims, demands, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under special arrangements previously made in writing they may nevertheless be so destroyed or dealt with if in the opinion of the Company they become a danger to other goods, persons or property.
18. Where goods are consigned (a) on terms that they shall be paid for on delivery, and if for any reason payment is not made in full or (b) on terms that the Company shall only deliver the goods to the consignee on production of a 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, the Company may, at their absolute discretion, reimburse the Customer with the amount of payment not so made, whereupon the Customer shall on request assign to the Company by an instrument in writing the whole of the Customer's title to or interest in the goods and the right to receive payment therefor, and shall co-operate fully with the Company in enforcing all rights so assigned.
19. Notwithstanding that it may be agreed between the Company and the Customer that the Company's charges in respect of any transaction shall be payable by the consignee or any other person, if such consignee or other person shall fail to pay the same or any part thereof within 28 days of due demand being made on him, the Customer shall be liable to the Company therefore without prejudice to the Company's rights against such consignee or other person.
20. The Company shall not be liable to the Customer or owner (a) For loss of damage caused by failure or negligence in carrying out the Customer's instructions, or by any failure or negligence in performing the Company's obligations under any contract to which these conditions apply, unless such loss or damage is due to the wilful neglect or default of the Company or their own servants; (b) for any loss of damage caused by delay or loss of market, or for consequential loss or damage, howsoever caused; (c) for any loss or damage arising from or in any way connected with, weights, numbers, brands, contents, quality or description of any goods howsoever caused. (d) for any loss or damage howsoever arising to marble, articles of glass or contained in glass or any goods of a fragile nature. (e) for any claim arising out of the loss or destruction of refrigerated cargo as a result of the same being transported at an incorrect temperature unless the customer has previously advised the company in writing prior to loading, the temperature in degrees centigrade at which the cargo is to be carried. This clause applies to both import and export cargo.
21. Without prejudice to Clause 20 hereof in no case shall the liability of the Company, howsoever arising, and notwithstanding that the cause of loss or damage may be unexplained, exceed (a) the value of the goods in relation to which the claim is made, or (b) the sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (hereinafter referred to as SDR's) per kilo of gross weight of goods lost or damaged whichever shall be the least. For the purposes of the above value of the goods shall be their value when they were or should have been shipped. The value of SDR's shall be calculated as at the date when the claim is received by the Company in writing.
22. Without prejudice to Clause 20 hereof, any claim by the Customer or Owner against the Company shall be made in writing and notified to the Company, (a) in the case of damage to the goods within 14 days of the delivery thereof (b) in the case of delay in delivery or non-delivery within 14 days of the date when the goods should have been delivered, and (c) in any other case within 14 days of the event giving rise to the claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred. No claim of any kind shall be made against any servant or agent of the Company on any ground whatsoever. No claim of any kind shall be made against any parent, subsidiary or Associated Company of the Company, or against any Shipping or Forwarding Agent employed by the Company in pursuance of Clause 7 hereof, or against any of their respective servants or agents on any grounds whatsoever.
23. The Customer shall indemnify the Company against all duties, taxes payments, fines, expenses, losses, damages (including physical damage) and liabilities, whether or not arising out of the negligence of the Company, their servants or agents suffered or incurred by the Company in the performance of their obligations hereunder, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner.
24. Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the Customer's risk and expense.
25. The Customer further warrants that all goods have been sufficiently, professionally packed and/or prepared, and that all goods loaded by them into containers have been properly lashed, checked and tinned in the container to ensure safe passage at all stages of transit.
26. SECTION II Where in any circumstances the Company act as principals in entering into a contract with any other person for the carriage, storage, packing, stevedoring or handling of the goods, the Company are not themselves carriers for the purpose of any Statutes, or Orders or Regulations made thereunder, from time to time in force relating to the carriage or transportation of goods by Air, Sea, Land or Water, or for any other purpose, nor do they make or propose to make any contract for the carriage, storage, packing, stevedoring or handling of any goods with the Customer, the Company's sole obligation is to procure contracts for the carriage, storage, packing, stevedoring or handling of goods by other persons.
27. Without prejudice to the exceptions and limitations contained herein the Company shall be entitled to the benefit of all exceptions and limitations in favour of the carrier or other person storing, stevedoring or handling the goods (such other person together with the carrier being hereinafter called "the Carrier") contained in the Company's contract with the Carrier. The Customer will not seek to impose on the Carrier any liability greater than that accepted by the Carrier under such contract.
28. SECTION III Notwithstanding the provisions of Sections 1 and 11 of these Conditions the Company shall be entitled to perform all or part of the carriage, storage, packing, stevedoring or handling of the goods by themselves or by their subsidiary or associated companies. This Section of these Conditions shall apply to any such case, and also in any case where notwithstanding Clause 26 of Section II, the Company are deemed to be the Carrier or otherwise to be in possession of the goods. This Section of these Conditions shall apply only so long as and to the extent that the Company are or are deemed to be the Carrier or in possession of the goods as aforesaid, and no further.
29. The Company shall not be liable to the Customer or Owner for loss of or damage to the goods resulting from: (a) fire, water, explosion, or theft however arising; (b) any other cause, unless such loss or damage is proved to be due to the wilful neglect or default of the Company or their own servants.
30. Where the Company are or are deemed to be the Carriers under a contract subject to legislation compulsorily applicable thereto the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the Carrier by virtue of such legislation, and these Conditions shall be void to the extent that they are inconsistent with such rights, immunities, exceptions and limitations, but no further.
31. SECTION IV Where in these Conditions any matter is to be determined in accordance with the opinion of the Company, the certificate of a Director or the Secretary of the Company for the time being shall be conclusive evidence as to any matter so certified.
32. These Conditions, and any act or contract to which they apply shall be governed by the laws of the Republic of Ireland and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.
33. The division of these Conditions into separate Sections is for convenience only and is not to affect the interpretation of these Conditions nor to imply that Conditions in a particular Section apply only to that Section save where expressly stated.