



# CEVA Showfreight

## International Shipping Instructions and Tariff

SPE Offshore Europe 2017  
5 - 8 September  
AECC Aberdeen

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**CE** 2017 **5-8  
SEPT  
2017**  
Offshore Europe ABERDEEN, UK

**SPE Offshore Europe**  
CONFERENCE & EXHIBITION



**Making business flow**



## Shipping Instructions

# Introduction

CEVA Showfreight, are again bringing their exhibition site logistics and forwarding skills to SPE Offshore Europe as the SOLE OFFICIALLY APPOINTED FREIGHT AND LIFTING CONTRACTOR for the 2017 event. This puts us in the unique position of being the only company to operate forklift trucks in the halls and on the terraces surrounding the site.

As in previous years we will have offices on-site during the build-up, show days and breakdown.

The following instructions are intended to assist all parties involved with keeping the operation as simple as possible and will ensure the smooth flow of freight to and from the event with minimum fuss.

**OE**<sup>®</sup> 2017 **5-8 SEPT 2017**  
**Offshore Europe** **ABERDEEN, UK**

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**SPE Offshore Europe**  
CONFERENCE & EXHIBITION

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# Shipping Instructions

## Airfreight Shipments

All consignments must be sent freight pre-paid to Aberdeen/London/Manchester or Prestwick airports and consigned to:

**CEVA Showfreight**  
Unit 3a, Exhibition Way  
NEC  
Birmingham  
B40 1PJ

<b>Telephone</b>	+44 (0) 121 781 0120 (Offshore hotline)
	+ 44 (0) 1322 312058
<b>Fax</b>	+44 (0) 121 782 2875
<b>Contact</b>	Martyn White (martyn.white@cevalogistics.com)

All air waybills should be faxed as soon as they are available, together with a copy of the pro-forma invoice, contact name on stand and required delivery date to the stand. If you know the goods will be returning after the show please indicate this on the pro-forma invoice. **Shipments must not be sent DDU or DDP, but pre-paid up to arrival at this airport only.**

## Seafreight Shipments

All bills of lading must be sent freight pre-paid to Felixstowe/Immingham/Grangemoth or Liverpool and consigned to:

**CEVA Showfreight**  
Unit 3a, Exhibition Way  
NEC  
Birmingham  
B40 1PJ

<b>Telephone</b>	+ 44 (0) 1322 312058
<b>Fax</b>	+44 (0) 121 782 2875
<b>Contact</b>	Martyn White (martyn.white@cevalogistics.com)

All bills of lading must be sent via a courier together with a copy of the pro-forma invoice, the contact name on the stand and required delivery date to the stand, made clear on the invoice.

### Shipping Deadlines

<b>Airfreight at UK airport*</b>	7 working days prior to requirement
<b>Seafreight LCL at any UK port</b>	10 working days prior to requirement
<b>Seafreight FCL at any UK port</b>	7 working days prior to requirement

\*Airfreight arriving after the 7 working day deadline must be terminated at London Heathrow. Any freight on through AWB's may suffer delays.



# Shipping Instructions

## Roadfreight Shipments

Deliveries direct to the exhibition venue for unloading should be addressed as follows:

Exhibitor Name  
c/o CEVA Showfreight  
[Exhibitor, Hall, Stand no.]  
SPE Offshore Europe 2017  
AECC  
Bridge of Don  
Aberdeen  
AB23 8BL

Deliveries should arrive at the venue on the day that they are required on the stand. Deliveries will be unloaded direct to the stand unless specifically instructed otherwise. We can receive deliveries to our advance warehouse, please contact us for your nearest depot.

<b>Telephone</b>	+44 (0) 121 782 8888
<b>Fax</b>	+44 (0) 121 782 2875
<b>Contact</b>	Mark Jackson (mark.jackson@cevalogistics.com)

### Documentation

We must have copies of all documents at least 3 working days in advance of temporary import shipments.

A proforma invoice is required for HM Revenue & Customs in order to clear customs. The invoice must contain the following information; detailed description of each item, quantity of each item and value of each item. Please address invoice as follows:

Exhibitor Name  
c/o CEVA Showfreight  
[Exhibitor, Hall, Stand no.]  
SPE Offshore Europe 2017  
AECC  
Bridge of Don  
Aberdeen  
AB23 8BL

### Wooden Packaging Material

All wooden packing material entering one of the EU ports will need to be in conformity with the international phyto-sanitary standard ISPM-15. In short this means: only wood, free of bark, correctly treated and showing the IPPC stamp will be accepted.





# Shipping Instructions

## Courier Shipments

Courier companies are not allowed to enter the halls at AECC to deliver packages to individual stands. We will however, be able to accept your courier shipments on-site at our courier reception point from 1st September - 7th September.

Receiving courier shipments at our courier reception 0-50kgs. This does not include customs clearance. Any goods above 50kg will be charged as per the international freight tariff and held until payment is received.	Free of charge
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## International Shipping Instructions

CEVA Showfreight has an experienced team in place to assist with the receiving and handling of cargo at all ports of entry into the United Kingdom. To compliment this we are able to offer a truly worldwide network of exhibition freight logistics partners who will work closely with you in arranging collection from any point of origin through to delivery at your stand. Please contact us for further information and details of our appointed affiliates.

## Unloading, Lifting and Positioning

In addition to Customs clearance and transportation, our appointment includes the lifting and handling of equipment and exhibits on site. In view of the strict health and safety regulations in place at the AECC, we are the sole providers of such assistance. We are therefore pleased to be able to offer the services of our fully trained Forklift truck drivers and Banksmen who, as well as unloading and delivering to stand (straight forward and awkward loads alike) are able to assist with positioning, assembly and dismantling of complex exhibits.

## Security

It is important for exhibitors to make their own security arrangements as CEVA Showfreight will not be responsible for any items left unattended on stands prior to, during or after the event.

## Payment of Charges

Unless freight is routed via one of our appointed agents we require full payment of our charges, as advised by us, prior to the last day of the show. Personal or foreign cheques are not acceptable. Settlement can be made in advance via bank transfer or alternatively on-site with cash or a credit card for the full amount plus the relevant surcharge issued by your provider, max 5%

<b>Citibank</b>	Account Name:	CEVA Showfreight
<b>Citigroup Centre</b>	Account Number:	17578644
<b>Canada Square</b>	Sort Code:	18 - 50 - 08
<b>Canary Wharf</b>	IBAN:	GB92 CITI 1850 0817 578644
<b>London, E14 5LB</b>	BIC (Swift):	CITI GB 2L

## Insurance

CEVA Showfreight is not responsible for any loss, pilferage or damage whilst goods are left unattended on your stand. We will endeavour to deliver / collect your goods to / from your stand when requested, however this cannot be guaranteed. We therefore strongly recommend that your shipment is fully insured for all risks to include transit to and from the exhibition and also during build-up, open period and breakdown with your own insurance company.



# International Freight Tariff

## Tariff

Temporary / Permanent import customs clearance (5 headings) Additional headings £2.50 each	£80.00 per entry / consignment
Customs examination	£30.00 per consignment
Temporary import bond fee	2% of CIF value (minimum £100.00)
ATA Carnet Handling Fee	£125.00

Import airline handling	£0.40 per kg (200kgs minimum)
Airline storage	As incurred
Transport from Aberdeen airport (excludes abnormal loads)	£44.00 per 100kgs (300kgs minimum)
Transport from any other UK airport	Price on application (depending upon airport)

Terminal handling charges	FCL 40ft	Price on application (depending upon port)
	FCL 20 ft	Price on application (depending upon port)
	LCL Cargo	Price on application (depending upon port)
Transport from UK seaport	FCL 40ft	Price on application (depending upon port)
	FCL 20 ft	Price on application (depending upon port)
	LCL Cargo	Price on application (depending upon port)

Unloading / delivery to stand	£16.50 per 1 cubic metre or 300kgs (min 2 cbm)
Re-lifting / re-positioning / un-crating	£16.50 per 1 cubic metre or 300kgs (min 2 cbm)
Shipments via our warehouse (Charged IN and OUT)	Price on application

<b>Collection / storage / re-delivery of empty cases</b>	
Priority service - to be returned within 4 hours of show closure	£60.00 per cubic metre (min 2 cbm)
Shell scheme service - to be returned within 4 hours of show closure	£45.00 per cubic metre (min 2 cbm)
Standard service - to be returned by 10am Saturday 9th September	£30.00 per cubic metre (min 2 cbm)
Collection / storage / re-delivery of full goods or accessible storage	£40.00 per cubic metre (min 1 cbm)

Fork lift truck hire for erection / dismantling - up to 2500 kgs	£24.00 per half hour (min 2 hours) (Full day rate of £350)
Fork lift truck hire for erection / dismantling - up to 4500 kgs	£30.00 per half hour (min 2 hours)
Crane hire (must include supervisor / slinger)	Price on application



# International Freight Tariff



## Tariff

Labour for assistance with unpacking / packing (unskilled)	£25.00 per hour (min 4 hours)
Slinger personnel for assistance with crane work	£30.00 per hour (min 4 hours)
Lift supervisor for crane work	£35.00 per hour (min 4 hours)

Grounding of containers	£100.00 per container / lift (heavy lift day) price on application any other day
Storage of empty shipping containers (duration of event)	£350.00 per container

Export handling airfreight	Prices as inbound
Export handling oceanfreight	Prices as inbound
X-Ray Screening	£0.10 per kg chargeable
ATA Carnet Handling Fee	Prices as inbound

Re-export customs formalities	£80.00 per consignment
Re-export examination	£30.00 per consignment
AMS / ISF fee	£25.00 per consignment
Use of Open General Export Licence	£75.00 per consignment

SOLAS Fee - LCL	£15.00 per consignment
SOLAS Fee - FCL	£75.00 per container

Consignment fee	£25.00 per consignment (each way)
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All orders received on-site or after booking deadline will incur 25 % late booking surcharge.

All work carried out on Monday 4th September, is subject to a 100 % surcharge.

For airfreight purposes 167kgs is equal to 1 cubic metre.

**Booking deadline Friday 11th August 2017**



# Freight, Lifting and Storage

## Booking Form



Please indicate below the services which you require from the official Freight and Lifting Contact

Exhibitor: ..... Site Contractor: .....  
Hall/Stand: ..... Mobile #: .....

	Pieces/Weight/Volume	Date/Time	Cost
1. Unloading from vehicle <u>direct</u> to stand @ £16.50 per 1cbm or 300kgs (minimum 2 cbm)	.....	.....	£.....
2. Reloading to vehicle direct from stand @ £16.50 per 1cbm or 300kgs (minimum 2 cbm)	.....	.....	£.....
3. Removal, storage and re-delivery (standard service) of empty cases @ £30.00 per cbm (minimum 2 cbm)	.....	.....	£.....
4. Removal, storage and re-delivery (priority service) of empty cases @ £60.00 per cbm (minimum 2 cbm)	.....	.....	£.....
5. Shell Scheme service – to be returned within 4 hours of show closure @ 45.00 per cbm (minimum 2 cbm)	.....	.....	£.....
6. Consignment fee £25.00 per consignment (each way)	.....	.....	£.....
7. Bank admin fee £15.00 per consignment	.....	.....	£.....

### BOOKING DEADLINE DATE 11<sup>th</sup> August 2017

All orders received after the deadline date will incur a late booking surcharge of 25%

Sub Total	.....	£.....
25% Late booking Fee	.....	£.....
VAT @ 20%	.....	£.....
Total	.....	£.....

Credit card payments are subject to an additional surcharge, up to 5%

**CEVA Showfreight cannot accept any responsibility for freight left unattended on stands at any time during build-up or break-down period of an exhibition**

Please indicate below any special services or equipment you may need from the official Freight and Lifting Contractor

- |   |          |       |
|---|----------|-------|
| 1. Transport - Collection and Re-delivery of freight from your premises               | Location | ..... |
| 2. International Shipments - Please return for Shipping Instructions or Agent Details | Country  | ..... |
| 3. Labour (unskilled)   | Date     | ..... |

### Full Remittance is required with the return of this form

- I/we enclose full payment by cheque (cheques are to be made payable to CEVA UK Receivables LTD)
- I hereby authorise you to debit my credit card for the full amount plus the relevant surcharge issued by your provider, max 5%

Master / Visa:

Expires:  C.V.V. number (last 3 digits only):

3. CEVA Showfreight Account – Please Provide

Account Number ..... Company Reg Number .....

Please complete you Invoice address:

Address .....

Postcode ..... Contact .....

Telephone ..... Email .....

Fax ..... VAT .....

Please return to:

Mark Jackson, CEVA Showfreight, Perimeter Way, NEC, Birmingham, B40 1PJ, England, United Kingdom  
Telephone : +44 121 782 8888 / Fax : +44 121 782 2875/ Email : [mark.jackson@cevalogistics.com](mailto:mark.jackson@cevalogistics.com)

**All work is subject to our terms and conditions.**  
All orders received on-site or after booking deadline will incur 25% late booking surcharge.  
All work carried out on Monday 4th September, is subject to a 100% surcharge.  
For airfreight purposes 167kgs is equal to 1 cubic metre.





# Shipping Instructions

## Terms & Conditions

### 1. DEFINITIONS:

In these Terms and Conditions:

“Company” means CEVA Logistics Limited trading as CEVA Showfreight.

“Consignment” means the goods whether in bulk or in one or more packages accepted by the Company for transportation from one address to another address.

“Customer” means the party requesting the Company to provide the Services.

“Conditions” means these standard terms and conditions.

“Contract” means this contract for the provision of the Services.

“Exhibition” means an exhibition or other event in respect of which Services are to be provided.

“Price” means the price to be paid by the Customer stated on the face of this Contract and payable in accordance with the payment schedule for the Services set out.

“Services” means the services to be provided to the Customer by the Company.

“Specification” means the written specification for services, if any, agreed between the parties and attached to these Conditions in relation to an Exhibition and which shall form part of the Contract.

### 2. BASIS OF THE CONTRACT

2.1 The parties contract for the provision of the Services only under these Conditions

2.2 No variations to these Conditions or the Specification shall be binding unless agreed in writing between duly authorised representatives of the Company and Customer

2.3 No agent or employee other than a director or secretary of the Company has authority to make any representation or give any warranty about the Company's business or services

2.4 Any representation made or warranty given by the Company's directors or secretary shall not be binding unless and until confirmed in writing. In entering into this Contract the Customer acknowledges that it does not rely on, and waives any rights in respect of, any representation or warranty not properly confirmed in writing

2.5 The Customer acknowledges that in entering into this Contract, the Company relies on the accuracy of the information supplied by the Customer including the Specification if any

### 3. PROVISION OF THE SERVICES

3.1 The Company may operate at its absolute discretion as freight forwarder or agent of the Customer in respect of the Services. The Company shall only be obliged to provide as principal contractor or agent the Services set out in this Contract

3.2 The Company shall only be deemed to operate as the principal contractor in respect of those Services which it undertakes directly. In all other circumstances, the Company is the agent of the Customer and all contracts relating to the Services shall be entered into directly between the Customer and the other party

### 4. THE COMPANY ACTING AS AGENT FOR THE CUSTOMER

Where the Company acts as agent for the Customer in accordance with Condition 3.2, the following provisions shall apply:-

4.1 The Company shall have the right to do all things necessary or incidental to procure the provision of the Services to the Customer including entering into contracts on behalf of the Customer, so as to bind the Customer by such acts and contracts in all aspects

4.2 The Company shall be entitled to retain all commission paid to it as a result of acting as agent for the Company

### 5. CUSTOMER'S WARRANTIES

The Customer warrants and represents that:

5.1 it is either the owner or the authorised agent of the Owner of the goods or organiser of an Exhibition in each case with the authority of the owner to accept these Conditions on the owner's behalf

5.2 If it is provided in the Specification that the Company is to be responsible for loading, unloading, assembly and/or disassembly of any exhibit, stand or other item at or for an Exhibition, the Customer warrants that:-

5.2.1 it shall give to the Company all necessary instructions in writing regarding the procedures to be followed in respect of the assembly or disassembly

5.2.2 the facilities at the Exhibition will be of a sufficient standard to allow the Company to complete the loading/unloading/assembly and/or disassembly within the time limits set out in the Specification

5.3 If the packaging of the consignment has been undertaken by a party other than the Company the customer warrants that:-

5.3.1 the Consignment will be safely secured and properly packed and labelled and will be fit and safe to be carried or stored and comply with all statutory or other regulations for carriage by road, air or sea and for mechanical handling and sorting as maybe in force from time to time

5.3.2 it shall make a complete written declaration of the nature and contents of the Consignment and in particular (but without limitation) will declare whether the Consignment contains any noxious, dangerous, hazardous, infested, contaminated or fragile goods

5.4 If the Consignment is to be imported or exported, the Customer shall verify that all necessary import/export regulations have been complied with and shall provide to the Company all necessary documentation relating to the Consignment including without limitation all documentation and information (including the VAT identity numbers of the Customer and Consignee) necessary to satisfy customs and excise authorities in the United Kingdom and the Country of origin or destination

5.5 The Company is not responsible for any fulfilment of customs formalities and/or payment of costs in respect thereof. Nevertheless, to the extent that the Company may voluntarily assist in the fulfilment of customs formalities, such assistance will be rendered the sole risk and responsibility of the Customer, who shall reimburse any costs incurred by the Company and Indemnify the Company against, and hold it harmless from any claims in respect thereof, if not paid by the consignee or other person

5.6 The Company is not responsible for the packaging of any consignment but if in any individual case the company agrees to provide suitable packaging this will be provided at the cost of the Customer

5.7 The Customer warrants that all information and documentation supplied by it to the Company including VAT identity numbers of the Customer and the Consignee (E.C. only) will be accurate and complete in all respects and will not omit any material facts

5.8 The Customer indemnifies the Company at all times against all penalties, claims, costs, damages, expenses and losses howsoever arising in respect of the carriage or storage of any noxious, dangerous, hazardous, infested, contaminated or fragile goods whether or not the Consignment is declared as such

5.9 The Customer indemnifies the Company against all penalties, claims, costs, damages, expenses and loss howsoever arising from the breach by the Customer of any warranty or representation herein contained

5.10 It is the Customer's responsibility to provide or arrange for the provision of all plant power or labour required in addition to the Company's employees to load or unload the Consignment. The Company shall have no liability for any act or omission of the Customer's employees or Agents. Notwithstanding the foregoing, the Company may at the Customers' request provide plant power or labour at an additional cost.

5.11 The customer shall ensure that each Consignment will be properly and securely packaged, fit for transportation and in accordance with all relevant rules and regulations of the origin and destination countries and in accordance with carrier requirements

5.12 It is the responsibility of the Customer to ensure the company are given full details of any items that may be subject to export licence at the time of booking. The Customer must supply supporting documents and/or licences prior to movement of the freight.

### 6. INSPECTION OF CONSIGNMENT BY THE COMPANY

6.1 The Company shall have the right to undertake all reasonable inspections of the Consignment prior to or during loading unloading or during transit. Such inspections may include without limitation physical inspection of the goods and inspection by electronic methods including x-ray

6.2 The Customer shall give prior written notice to the Company if it has reason to believe that any reasonable inspection that may be carried out, by the Company or otherwise, will harm any part of the Consignment in any way. The Company shall have no liability for any loss or damage arising from the failure of the Customer to comply with this requirement

### 7. PRICE AND PAYMENT

7.1 The Customer shall pay the Price plus applicable Value Added Tax in accordance with the payment schedule set out in the Contract, otherwise on immediate receipt of invoice. Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set-off. Import duties (if any), VAT and other related charges are payable by the Customer in advance of the Company having to make payment of the same.

7.2 If the Customer fails to make any payment on its due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

7.2.1 suspend the provision of any further Services to the Customer

7.2.2 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Barclays Bank base rate until payment is made in full.



# Shipping Instructions

## Terms & Conditions

- 7.3 In the event that the Company is delayed at any premises at which it is to provide any of the Services in excess of 3 hours through no fault of the Company, it may charge the Customer its reasonable additional charges in respect of such delay
- 7.4 The Company's charges are calculated in pounds sterling. Accordingly, services invoiced in a foreign currency at the client's request are based on exchange rates in force at the time of invoice and are liable to surcharge in the event of fluctuation
- 7.5 The Customer is responsible for the payment of all duties and taxes payable in respect of the Consignment or any part thereof and accordingly shall indemnify and keep indemnified the Company from and against any claims in respect of the same, including in respect of any fines or interest payable

### 8. LIMITATION OF LIABILITY

- 8.1 The Company's liability under these Conditions shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any purpose of the Services and save as specifically provided for in these Conditions it shall not be liable by reason of any breach of contract or statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial and economic loss for any direct or indirect or consequential loss or damage whatsoever
- 8.2 The Company is not a common Carrier and the Company reserves the right to refuse the carriage of any goods at its discretion
- 8.3 The Company shall not be liable to the Customer or be deemed to be in breach of these Conditions by reason of any delay in performing, or failure to perform, any of the Services or any part thereof if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded beyond the Company's reasonable control.
  - 8.3.1 any act of God including adverse weather conditions
  - 8.3.2 any consequence of war, Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war
  - 8.3.3 any act of terrorism
  - 8.3.4 rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property or under the order of any governmental or public or local authority
  - 8.3.5 any seizure under legal process
  - 8.3.6 any act or omission of the Customer or those for whom he contracts or of the servants or agents of either
  - 8.3.7 any inherent liability to wastage in bulk or weight, latent defect or inherent defect vice or natural deterioration of the goods
  - 8.3.8 he inadequate or improper packing of the whole or part of the Consignment
  - 8.3.9 the insufficient or incorrect labelling or addressing of the Consignment by the Customer
  - 8.3.10 Any riots, civil commotion, lockouts, general or partial stoppage or restraint of labour for whatever causes
- 8.4 Any claim brought by the Customer must be made in writing within 7 days of delivery of the Consignment
- 8.5 The Customer shall indemnify the Company against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of the Company in accordance with these Conditions, suffered or incurred by the Company in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner
- 8.6 No insurance will be effected except upon express instructions given in writing by the Customer and 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. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Notwithstanding that the premium on the policy may not be the same as that charged by the Company to the Customer, the Company shall in no circumstances incur liability as insurer, and if for any reason the insurers dispute liability the Customer shall have recourse against the insurers only, however, this provision shall not detract from the rights of the Customer against the Company in respect of any negligence on the part of the Company in effecting insurance
- 8.7 The Customer shall be responsible at all times for the security of the Consignment including at an Exhibition. Accordingly, the Company shall have no responsibility or liability for any Consignments left unattended at an Exhibition.

### 9. MONETARY LIMIT OF LIABILITY OF THE COMPANY AS THE CARRIER

- 9.1 Carriage hereunder is governed by the Uniform Rules for a Combined Transport Document (Publication 298 of the International Chamber of Commerce, Paris, November 1975) and is subject to the following Convention(s) compulsorily applicable at the date of acceptance of the Goods by the Customer:
  - (i) Carriage by air is governed by the Warsaw Convention 1929, as amended if applicable
  - (ii) Carriage by road is governed by the Convention of the Contract for the International Carriage of goods by Road (CMR) as amended 1956
  - (iii) Carriage by sea is governed by the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924 as amended by the Hague-Visby Rules and SDR Protocols of 1968 and 1979 respectively
  - (iv) Carriage by rail is governed by the Convention concerning International Carriage by Rail (COTIF) and Appendix B to this Convention, the Uniform Rules concerning the contract for International Carriage of Goods by Rail (CIM), Berne, 9th May 1980

Where none of the above Conventions apply compulsorily to the services by the company such services shall be performed subject to British International Freight Association (BIFA) Standard Trading Conditions 2004

### 10. COMPANY ACTING AS A BOOKING AGENT OF THE CUSTOMER

- 10.1 If the Company as agent of the Customer makes any bookings for courier services, the Company shall have no liability in respect of the same and the Customer acknowledges that its sole recourse is to the courier company concerned

### 11. UNDELIVERED OR UNCLAIMED GOODS

- 11.1 If the Company is unable to deliver the goods (or any part thereof) the Company shall be entitled to store the goods or any part thereof at the sole risk and expense of the Customer. The Company shall give written notice ("the Notice") to the Customer advising the Customer that it has the goods and, in the event of the Customer being unable to facilitate delivery thereof, advising the Customer from where the goods may be collected
- 11.2 If the Customer fails to take delivery of the goods or provide alternative delivery or disposal instructions within 28 days of service of the Notice, the Company shall have the right to sell the undelivered goods as if it were the absolute owner and to pass unencumbered title to the purchaser
- 11.3 The Company shall be entitled to deduct from the proceeds of sale:
  - 11.3.1 any outstanding costs incurred by the Company in providing the Services
  - 11.3.2 any interest accrued on the outstanding costs of Services
  - 11.3.3 any other costs associated with the failure to deliver the goods (for example, storage charges)
  - 11.3.4 all reasonable costs and expenses incurred in relation to the sale of the goods
  - 11.3.5 VAT, where applicable
- 11.4 After the deduction of all sums under Clause 11.3, the Company shall account to the Customer for the net proceeds of sale

### 12. GENERAL

- 12.1 The Company shall be entitled to carry out its obligations under the Contract through any agents or sub-contractors appointed by it in its absolute discretion
- 12.2 This Contract contains the entire agreement between the parties regarding the subject matter hereof
- 12.3 Any notice to be given under this Contract shall be given in writing and sent by first class prepaid mail to the address of the other party set out on the face of the Contract and shall be deemed served on the 2nd working day after posting
- 12.4 Failure by the Company to exercise or enforce any rights conferred upon it under these Conditions shall not be deemed to be a waiver of any such rights or operate so as to prevent the exercise thereof at any time
- 12.5 This Agreement shall be governed by and construed in all respects with the laws of England and the parties submit to the exclusive Jurisdiction of the English Courts