



## **GENERAL TERMS OF TRADING**

### **1 Definitions.**

In this Document the following terms shall have the following meaning:

- 1.1 "BIFA" means the British International Freight Association.
- 1.2 "RHA" means the Road Haulage Association.
- 1.3 "the Company" means Logiscom Ltd (company registration number 13597767) or a subsidiary, licensee or franchisee as the case may be.
- 1.4 "the Customer" means the person, firm or company with whom the Contract is made by the Company, whether directly or indirectly, through an agent or factor who is acting for or instructed by the Customer or whose actions are ratified by such person, firm or company.
- 1.5 "the Contract" means the contracts made between the Company and the Customer relating to carriage of goods by the Company for the Customer.

### **2 BIFA Conditions.**

All activities undertaken by the Company in relation to the carriage of goods other than the domestic carriage of goods by road in the United Kingdom are undertaken subject to the latest edition of the BIFA Conditions (available at <https://www.bifa.org/trading-conditions/bifa-stc-2021>) except insofar as they conflict with the conditions contained herein.

### **3 RHA Conditions.**

All activities undertaken by the Company in relation to the carriage of goods by road in the United Kingdom are undertaken subject to the latest edition of the RHA Conditions (available at ) except insofar as they conflict with the conditions contained herein.





- 4 All Contracts are freely and openly negotiated in the knowledge that the liability of the Company is to be limited in accordance with the terms and conditions detailed and referred to herein and the price charged by the Company has been calculated accordingly.

The Customer acknowledges that a greater price would be payable but for such limitation. It is intended that the terms and conditions detailed herein should be reasonable as between the Company and the Customer having regard to the nature of the Contracts to be made between them but if at any time any of the terms and conditions detailed herein is either unenforceable or void at law it shall not adversely effect or prejudice the remainder of them or the contract and it shall be deemed to be excluded from these terms and conditions.

The following additional conditions shall apply to the RHA Conditions and the BIFA Conditions.

**4.1 Payment:**

- 4.1.1 all invoices shall be due within the number of days agreed, indicated in the Load Confirmation document and the Invoice, of the date of the Invoice. Our standard terms of payment, 30 days of the invoice for charges, applies unless otherwise agreed;
- 4.1.2 Customs Duty and Taxes are payable immediately;
- 4.1.3 all prices quoted by the Company are exclusive of Value Added Tax;
- 4.1.4 the Company reserves the right by giving notice to the Customer at any time before delivery to increase the price to take account of any increase in the cost of the services to the Company which is due to any factor beyond the control of the Company (such as without limitation any foreign exchange fluctuation currency regulation or alteration of duties increase in labour charges or costs of transportation);
- 4.1.5 the Company's costs (including storage charges if any) due to the Customer's neglect or default or lack of instructions shall be paid by the Customer in addition to the contract price;
- 4.1.6 maximum of 2 hours waiting time to loading or unloading is allowed free of charge, then demurrage charges apply;





4.1.7 customs documents shall be provided in timely manner or waiting charge applies also.

#### 4.2 Insurance:

The following provisions shall apply where the Company undertakes carriage of goods by road in the United Kingdom:

The Company shall not be under any obligation to effect insurance (although the Company currently operates an insurance policy in respect of its obligations under the RHA Conditions). The Company shall use its best endeavours to effect insurance where requested in writing by the Customer upon payment by the Customer of such sum as the Company shall notify the Customer in writing. Where the Company agrees to effect insurance following a request by the Customer the Company shall act solely as agent for the Customer.

#### 4.3 Inability to Deliver

The Company shall make one attempt to deliver the goods to be delivered to the delivery address specified by the Customer. If such goods cannot be delivered (due to no fault of the Company) the Company will have the option either to make a further attempt to deliver the goods to the address specified by the Customer or to deliver to any other address specified by the Customer in either case at the Customer's cost.

#### 4.4 Waiver

No relaxation forbearance delays or indulgence by the Company in enforcing any of these Terms and Conditions or the granting of time by the Company to the Customer shall prejudice affect or restrict the rights and powers of the Company hereunder nor shall any waiver by the Company of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

#### 4.5 Documents

The Company operates on electronic documents only. This means that all documents produced by the Company, such as Order/Load Confirmations, Invoices, CMRs or any other required to execute the order will be issued to the Customer in the form of digital file and delivered electronically.





#### 4.6 Notices:

4.6.1 Any queries regarding the order or documents must be raised within 7 days from the date the Invoice is sent to the email address given by the Customer or the payment will be expected as per the invoice date in full.

4.6.2 Any notice or other communication under or in connection with these terms and conditions must be in writing and made in one of the following manners and will be deemed to have been received at the following times:

Manner of Delivery/Time of Delivery

Personally: When left at the recipient's address

First class post pre-paid: Two days after posting recorded delivery within the UK

First class post pre-paid: Six days after posting recorded delivery by airmail outside the UK

e-mail: When the sender receives confirmation of delivery from the recipient

Notices given shall be delivered to the recipient at their postal address/e-mail address set out in above (or such other postal address/e-mail address as either party may specify by notice in writing to the other).

