



## ***Kintetsu world express (U.K.) ltd***

Unless otherwise agreed by a company director of Kintetsu World Express (U.K.) Limited ("KWE") all business activity of KWE is to be carried out under the following terms and conditions as set out below, comprising of:-

- (i) Customer Terms
- (ii) Pricing Terms
- (iii) The prevailing BIFA Standard Trading Conditions (England) Edition ("BIFA STC") at the relevant time of KWE providing services

### **(i) Customer Terms**

1. Invoices for VAT, import duty and all and any other duties, taxes, imposts, levies, deposits and outlays to authorities or third party operators must be paid immediately on receipt without set-off or reduction on account of any claim or counterclaim.
2. If credit terms have been granted, invoices for freight and ancillary costs other than those referred to in 1 above must be paid within 30 days or upon demand if the credit limit granted has been reached. For non-credit accounts, invoices for freight and ancillary costs must be paid immediately on receipt.
3. Interest pursuant to clause 21(D) of the BIFA STC attached will be payable on all and any payments not made when falling due as provided for in 1 and 2 above.
4. Any queries on invoices for items identified in 1 above must be raised on receipt of the invoice otherwise it will be deemed accepted as drawn.
5. Any queries on invoices for items identified in 2 above must be raised within 14 days of receipt of the invoice otherwise it will be deemed accepted as drawn.
6. In the event of any breach of payment terms 1 and/or 2 above, clause 21(A) and (B) of the BIFA STC shall apply and once one or both of these clauses apply all credit will be deemed withdrawn and all sums requested shall be paid in advance and all KWE invoices shall be paid immediately on receipt and any failure to pay shall enable KWE to withdraw all services being provided without consequence.
7. KWE may at its sole discretion set all received sums against any sums due under your account to clear older debts if necessary. You shall be liable to us for all legal costs and other costs (on a full indemnity basis) incurred by us for enforcing any provision of this Agreement or recovering any sums due from you.
8. At the sole discretion of KWE the operation of 1-6 may be delayed or extended and will be subject to such terms as the parties to this agreement may agree in writing and signed by a Director of KWE and a duly authorised person of the customer and dated. If terms cannot be agreed then terms 1-6 above shall apply un-amended.
9. No waiver of any term 1-7 above or any right is valid unless it is in writing and signed by a Director of KWE. A valid waiver is limited to the specific situation for which it is given. Except as expressly set forth otherwise in the waiver document, nothing in this Agreement shall be deemed or construed as either party having waived or suspended or otherwise limited any rights or remedies available at law or in equity.
10. These Clauses above and KWE's Pricing Terms and the BIFA STC shall apply to this agreement as will all other terms in this Customer Application Form, KWE's letter covering this Customer Application Form and in KWE's letter of acceptance and grant of credit if applicable and these documents shall form an entire agreement ("this Agreement") for the purposes of all business done between the parties whether gratuitous or otherwise together with any written agreements or waiver under clauses 8 and 9 above and this clause 10. For the purposes of credit, these clauses 1-10 shall override any wording in KWE's Pricing Terms and in the BIFA STC that is in conflict with these clauses 1-10.

## **(ii) KWE Pricing Terms**

*'Customer' and 'Goods' shall have the same meaning as defined in the BIFA STC.*

1. The submitted rates which form part of these Pricing Terms are based upon prevailing market rates and are subject to change. The rates submitted form part of these terms.
2. Rates of exchange applied to the rates are subject to fluctuation. If the pounds sterling rate identified by the Bank of England on the day any price quotation is provided fluctuates +/- 2% KWE reserve the right to amend any price quotation in line with such fluctuation.
3. Any price quotation is based on identified cargo weight or volume by the Customer. If cargo tendered is different the actual weight/volume shall be used to recalculate the applicable charges agreed.
4. Chargeable weight is calculated on gross weight or volumetric weight whichever is the greater. (Volumetric conversion 1:6000).
5. All quotations are subject to space availability of the carrier of KWE's choice and any storage necessary pending space availability will be for the Customer's account. Furthermore, any storage arising from the Customer's actions or omissions including but not limited to premature collection/delivery upon export, importer's error delaying customs clearance or late payment to KWE are not included in the submitted rates and shall be chargeable to the Customer.
6. Clauses 1-4 above are applicable to general, in-gauge, stackable cargo only and are not applicable to dangerous goods including those that are incorrectly declared or undeclared including but not limited to lithium batteries and those goods identified in clauses 14 and 15 of the BIFA STC, military goods and non-stackable and out of gauge goods or any other goods requiring special handling unless specified in any applicable quotation.
7. Where pricing is provided for perishable or temperature-sensitive cargo, rates are based on the Customer's warranty under clause 17(A) (ii) and (B) namely suitable to maintain the desired temperature during transit. Packing and/or refrigeration and/or active temperature control services are excluded unless specified.
8. All quotations and business transacted are subject to KWE's standard trading conditions; the BIFA STC, the terms hereunder and KWE's Customer Terms provided to Customers of KWE. The BIFA STC shall apply un-amended save that (a) in clauses 11A, 12A, and 25 any agreement in writing shall only be capable of being made by KWE through one of its company Directors (b) Clause 14 shall include any goods subject to any import or export bans or prohibitive controls and it shall be the sole responsibility of the Customer to ascertain if any such bans or controls apply to their goods (c) in the event of any conflict between the BIFA STC and Pricing Terms and Customer Terms save in relation to any issues concerning credit, the BIFA STC shall take precedence save in respect of 9(a) and (b) above and the Pricing Terms shall take precedence over the Customer Terms.
9. Any quotation is exclusive of duties, VAT, taxes, use of KWE's Deferment account and any additional charges which are outside KWE's control. Unless otherwise stated, any quotation is based on a standard daily collection/delivery service operational from Monday to Friday between 09:00 and 17:30 (subject to availability) with no specific collection/delivery time provided.
10. No unloading or unpacking equipment including on board equipment or service is included. In the event that the Customer instructs for the Goods to be inspected, unpacked, repacked or resealed then KWE accepts no liability whatsoever arising from such instruction or carrying it out.
11. In the event that the UK leaves the European Union or enters into a trade agreement in a manner that means that increases in cost as a result of such exit arise in respect of any quotation given (i) KWE reserves the right to claim any such costs and/or expenses wholly and reasonably incurred as a result of the UK's departure from the European Union, including but not limited to delays in transit, alternative routing and increased trade tariffs. Any increases will be charged at cost and KWE shall provide reasonable evidence of such costs if requested to do so.

