

TERMS AND CONDITIONS



In this document, the following words will have the meanings set out below:

“Agreement” means the terms and conditions contained in this document

“Carriage” means and includes the whole of the operations and services undertaken by Rico Logistics Ltd in connection with the transportation of the shipment

“Consignment” means the documents, articles or other item(s) in respect of which the Customer has asked Rico Logistics Ltd to perform the Services

“Courier Services” means the collection and delivery of the Consignment at the addresses specified by the Customer for such purposes, in accordance with this Agreement

“Customer” means the person, firm, or company requesting the provision of the Services from Rico Logistics Ltd

“Other Services” means all services not being services for the carriage of shipments that are performed by Rico Logistics Ltd, including, but not limited to, storage, sorting, kitting, merging, packing, installation, engineering, and deskside support services, value-added and transportation management services.

“Rico Logistics Ltd” registered in the UK, and all its affiliates and subsidiaries, whose registered office is at Kennet House, Unit 4 Langley Quay, Waterside Drive, Slough, Berkshire SL3 6EY (registered number 02869014) (“Rico”) previously traded as Rico Logistics Partnership.

1.2. Headings are inserted for convenience only and will not affect the construction or interpretation of this Agreement.

2. Application of this Agreement

2.1. This Agreement will apply (to the exclusion of all other terms and conditions including those of the Customer) to all Services provided by Rico Logistics Ltd to the Customer.

2.2. Rico Logistics Ltd may amend the terms and conditions of this Agreement at any time by reasonable notice, including without limitation on its website www.ricogroup.co.uk, which amended terms and conditions shall be binding on the parties.

TERMS AND CONDITIONS



2.3. Any variation to this Agreement shall have no effect unless made in writing and signed by an authorised representative of Rico Logistics Ltd.

3. The Courier Services

3.1. Where Rico Logistics Ltd has agreed to perform Courier Services in respect of any Consignment of the Customer; the Customer shall be responsible for providing Rico Logistics Ltd with details of:

3.1.1. The address from which the Consignment is to be collected and the name of a person(s) at such address responsible for the relevant Consignment (the “Collection Address”);

3.1.2. The address to which the Consignment is to be delivered (the “Delivery Address”);

3.1.3. The name of the intended recipient (the “Recipient”);

3.1.4. The date on which (and, where applicable, the time at which) the Consignment is to be collected;

3.1.5. The Customer’s desired delivery date (and, where applicable, the desired delivery time) (the “Target Date”);

3.1.6. Any relevant telephone numbers and other contact details; and

3.1.7. Any other information reasonably requested by Rico Logistics Ltd.

3.2. The Customer shall ensure that all information provided to Rico Logistics Ltd under Clause 3.1 is accurate and complete in all material respects. Rico Logistics Ltd shall not be responsible for any delay or error in the Courier Services caused by any inaccuracy in or omission from such information.

3.3. Rico Logistics Ltd shall be solely responsible for the selection and allocation of personnel to perform the Courier Services. Rico Logistics Ltd reserves the right to use persons other than its employees to perform the Courier Services and may sub-contract any of its obligations arising hereunder without the prior written consent of the Customer.

3.4. The Customer shall procure that Rico Logistics Ltd’s personnel who perform the Courier Services are allowed access to the Collection Address and the Delivery Address for the purpose of carrying out the Courier Services. The Customer shall take

TERMS AND CONDITIONS



full responsibility for the safety and security of Rico Logistics Ltd's personnel whilst at the Customer's premises.

3.5. Rico Logistics Ltd shall be solely responsible for selecting the method of transportation, the carrier and the route by which it shall deliver the Consignment to the Delivery Address.

4. Delivery

4.1. The Customer shall ensure that the Recipient is aware of and willing to accept delivery of the Consignment and shall procure that the Recipient provides the Rico Logistics Ltd courier delivering the Consignment with an appropriate written acknowledgement of receipt.

Rico Logistics Ltd shall make only one attempt to deliver the Consignment, during normal working hours, on a normal working day. Rico Logistics Ltd shall use all reasonable endeavours to deliver the Consignment by the Target Date but cannot guarantee delivery dates or times and time of delivery shall not be of the essence of this Agreement.

4.2. Delivery of the Consignment will be taken to have occurred when the Consignment is tendered for delivery to the Recipient at the Delivery Address. Rico Logistics Ltd shall not be responsible for any delay or failure in delivery due to:

4.2.1. The Recipient being unavailable or unwilling to accept delivery of the relevant Consignment;

4.2.2. The Customer and/or the Recipient having failed to obtain any necessary documents, licences or authorisations, or having failed to pay any applicable taxes, duties or other charges, for such delivery;

4.2.3. The confiscation of the Consignment by any customs or other competent authority or

4.2.4. Any other cause or circumstance beyond the reasonable control of Rico Logistics Ltd.

4.3. If delivery of the Consignment is not possible for any reason, Rico Logistics Ltd shall be entitled at its option to:

4.3.1. Arrange the storage the Consignment until delivery can be effected (or until the Customer or the Recipient, by prior arrangement with Rico Logistics Ltd, collects the Consignment from the storage location);

TERMS AND CONDITIONS



4.3.2. Return, or instruct the relevant carrier to return, the Consignment to the Customer;

4.3.3. Where such failure to deliver is due to any act or omission of the Customer or the Recipient, the Customer shall be liable for the full charges for the relevant Courier Services together with all costs and expenses incurred by Rico Logistics Ltd as a result of taking the steps set out above (including without limitation the costs of storage, insurance and/or returning the Consignment to the Customer).

5. Risk and Title

5.1. Title to and risk in the Consignment shall remain with the Customer until delivery to the Delivery Address.

5.2. The Customer shall be responsible for effecting and maintaining appropriate insurance in respect of the Consignment whilst in transit or storage.

6. Payment

6.1. The Customer shall pay fees to Rico Logistics Ltd for the Services at Rico Logistics Ltd's rates applicable from time to time. Rico Logistics Ltd shall provide the Customer upon the Customer's reasonable request with details of Rico Logistics Ltd's current rates. All rates are quoted exclusive of value added tax and all other applicable sales or other taxes which shall, if and to the extent applicable, be paid by the Customer.

6.2. Unless otherwise agreed, Rico Logistics Ltd shall invoice the Customer at the end of each week in respect of all Services performed during the relevant week and the Customer shall pay each invoice within 30 days of the invoice date. All invoices and all payments hereunder shall be in UK pounds sterling.

6.3. If the cost to Rico Logistics Ltd of performing the Services increases as a result of any change to the law or any other reason beyond Rico Logistics Ltd's reasonable control, such increase shall be added to the fees payable in respect of the Services hereunder. Rico Logistics Ltd shall give the Customer prior written notice of any such increase.

6.4. If, as a consequence of any breach of this Agreement by the Customer, or the supply of incorrect or inadequate information by the Customer, the cost to Rico Logistics Ltd of performing the Services is increased, Rico Logistics Ltd reserves the right to charge extra fees as its then prevailing rates to cover such additional costs and expenses.

TERMS AND CONDITIONS



6.5. If the Customer is late paying any sum due to Rico Logistics Ltd, Rico Logistics Ltd may (without limitation to its other rights and remedies):

6.5.1. Suspend delivery of any Consignment(s) in transit;

6.5.2. Cancel all outstanding delivery or other instructions from the Customer; and/or

6.5.3. Charge the Customer interest on such outstanding sum at the rate of 4% above the prevailing base rate of National Westminster Bank plc, which interest shall accrue on a daily basis from the date on which payment became overdue

6.5.4. Until the date on which Rico Logistics Ltd receives full payment of (the outstanding sum together with all accrued interest.

6.6. Rico Logistics Ltd shall have a right of lien over any Consignment(s) suspended in transit or in storage pursuant to Clause 6.5.1 and shall be entitled to sell such Consignment(s) upon such terms as Rico Logistics Ltd sees fit and to retain from the proceeds of sale sufficient sums to pay all monies due from the Customer to Rico Logistics Ltd (including the expenses of the sale). Rico Logistics Ltd shall return the balance of the sale proceeds (if any) to the Customer.

6.7. The Customer will submit any query relating to the charges, fees or rates within 21 days of the date of the invoice. In case such query is not received the Customer agrees that invoice charges will be due and payable in full without set-off or deduction.

7. Hazardous and Dangerous Goods

7.1. No goods which are or may become of a dangerous, noxious, hazardous flammable or damaging nature (including radioactive material) or which may or become liable to damage any persons or property whatsoever, and whether or not listed in any official or unofficial, international or national code, convention, listing or table shall be rendered to Rico for carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to Rico and obtaining his consent in writing and without distinctly marking the goods and the container or other covering on the outside so as to indicate the nature and character of any such goods and so as to comply with any applicable laws, regulations or requirements.

7.2. If any such goods are delivered to Rico without obtaining his consent and/or such marking, or if in the opinion of the carrier the goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature they may at any time or place be unloaded, destroyed, disposed of abandoned or rendered harmless without compensation to the merchant and without prejudice to the carrier's right to freight and

TERMS AND CONDITIONS



the carrier shall be under no liability to make any general average contribution in respect of such goods.

7.3. Whether or not Rico was aware of the nature of the goods, the Customer shall indemnify the carrier against all claims, losses damages, liabilities or expenses arising in consequence of the carriage of such goods. Nothing contained in this clause shall deprive Rico of any of its rights provided for elsewhere in this Agreement.

8. Customers Warranties and Indemnity

8.1. Customer shall indemnify and hold Rico harmless for any loss or damage arising out of Customer's failure to comply with any applicable laws or regulations and for Customer's breach of the following warranties and representations:

8.1.1. all information provided by the Customer or its representatives is complete and accurate;

8.1.2. the Consignment was prepared in secure premises by Customer's employees;

8.1.3. Customer employed reliable staff, appropriately trained as required by dangerous goods regulations, to prepare the Consignment;

8.1.4. Customer protected the Consignment against unauthorised interference during preparation, storage and transportation to Rico;

8.1.5. the Consignment is properly marked and addressed and packed consistent with dangerous goods regulations to ensure safe transportation with ordinary care in handling;

8.1.6. all applicable customs, import, export and other laws and regulations have been complied with.

9. Liability

9.1. Rico's maximum liability per claim in contract, tort, negligence or otherwise arising out of, or in connection with, any one event or series of related events arising under this Agreement for the damage or loss of any goods in transit shall be limited according to

9.1.1. RHA Conditions of Carriage 2009, or in countries outside of the UK & EIRE;

9.1.2. the Montreal Convention or the Warsaw Convention for Goods in international air transit;

TERMS AND CONDITIONS



9.1.3. the CMR (Convention of International Carriage of Goods by Road signed on 19th of May 1956) rules for international road transit and

9.1.4. the Brussels Convention 1924 as amended by the Hague Visby amendments for carriage of goods by water.

9.1.5. other country equivalent for intra country road shipments and/or International transit not covered by CMR or in the absence of such forwarding terms, the Supplier's liability shall be limited in case of loss or damage to the goods to 8.33 SDR per kilo of gross weight of the affected part of the shipment

9.2. Rico's maximum liability per claim in contract, tort, negligence or otherwise arising out of, or in connection with, any one event or series of related events arising under this Agreement for the damage or loss of any goods in storage (for the avoidance of doubt PUDO movements are transit) shall be limited according to

9.2.1. RHA Conditions of Storage 2009, or in countries outside of the UK & EIRE;

9.2.2. 2 SDR per kilo of gross weight of the goods lost or damaged, subject to a maximum aggregate per contract year of €1,000.00.

9.3. Rico Logistics Ltd shall not accept liability for any loss of or damage to any part of the Consignment which consists of the following items:

9.3.1. glass;

9.3.2. Precious metals,

9.3.3. Jewellery;

9.3.4. Currency/vouchers/tickets; or

9.3.5. Spirits/alcohol or tobacco products.

9.4. Subject to Clause 9.5, Rico Logistics Ltd's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the lesser of £5,000 or the fees payable hereunder in respect of the Services in question and Rico Logistics Ltd shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

TERMS AND CONDITIONS



9.5. Nothing in this Agreement shall exclude or in any way limit Rico Logistics Ltd's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

9.6. This Agreement sets forth the full extent of Rico Logistics Ltd's obligations and liabilities in respect of the performance of the Services. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Rico Logistics Ltd except as specifically stated in this Agreement. Any condition, warranty representation or other term concerning the performance of the Services which might otherwise be implied into or incorporated in this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded.

10. Consents and Legal Compliance

10.1. The Customer warrants that it shall obtain and maintain, at its own expense, all necessary licences, permits and authorisations and shall comply with all applicable laws, conventions, regulatory requirements and codes of practice in relation to the Consignment (and its delivery to the Delivery Address) and shall not do or permit anything to be done which might cause or otherwise result in a breach by the Customer of the same.

10.2. The Customer warrants that the delivery, importation, possession or use of the Consignment in the country of destination is lawful in that country and shall not violate the rights of any third party, and Rico Logistics Ltd shall not assume, and hereby disclaims, any obligation or liability in these regards.

11. General

11.1. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

11.2. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

11.3. This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement

TERMS AND CONDITIONS



between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement.

Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

11.4. The construction, validity and performance of this Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts to resolve any dispute between them.

Version 6 2017