

## DHL GLOBAL FORWARDING STANDARD TRADING CONDITIONS

**EFFECTIVE January 2019**

DHL GLOBAL FORWARDING is not a common carrier, and undertakes all services subject solely to the following Conditions which can be varied only in writing by an authorised representative of the Company. If a Customer's acceptance document, purchase order or other documentation, received by the Company before or after notification of these Conditions, contains terms or conditions additional to, or at variance with these Conditions, then every such additional or varying term or condition shall be of no effect.

The Customer's attention is drawn to the clauses hereof which exclude or limit the Company's liability and those which require the Customer to indemnify the Company in certain circumstances.

### **DEFINITIONS AND APPLICATION**

1. In these Conditions-
  - "Company" means DHL GLOBAL FORWARDING or DGF.
  - "Conditions" means these Standard Trading Conditions and the Warehousing Conditions of contract as amended from time to time.
  - "Customer" means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.
  - "Direct Representative" means representation for customs purposes where the representative acts in the name of and on behalf of another person as defined in (i) Article 18 I of Council Regulation (EU) No 952/2013 UCC (The Union Customs Code) and implemented in European jurisdictions or (ii) in similar customs provisions in other jurisdictions.
  - "General Average" means a situation according to which all parties in a sea venture proportionally share any losses resulting from a voluntary sacrifice of part of the ship or cargo to save the whole in an emergency.
  - "Goods" Customer's goods (including any associated packing and equipment) which are the subject of these Conditions.
  - "Owner" means the owner of the Goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them.
  - "Person" includes a natural person, corporate or unincorporated body.
  - "SDR" means Special Drawing Rights as defined by the International Monetary Fund.

A reference to a Clause is a reference to a clause of these Conditions.

2.
  - (A) Subject to Clause 2 (B) below, all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.
  - (B) If any international conventions applicable to the international carriage of goods or other legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
3. The Customer warrants that he is either the Owner or the authorised agent of the Owner and also that he is accepting these Conditions not only for himself but also as agent for and on behalf of the Owner.
4. In authorising the Customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such contract, the Owner accept these Conditions for themselves and their agents and for any parties on whose behalf they or their agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

### **THE COMPANY**

5.
  - (A) Subject to Clauses 13 and 14 below, the Company shall be entitled to procure any or all of its services as an agent or to provide those services as a principal.
  - (B) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as agent or to be provided by the Company acting as a principal.
  - (C) When acting as an agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
6. When and to the extent that the Company has contracted as principal for the performance of any of its services, it undertakes to perform and/or in its own name to procure the performance of those services and subject always to the totality of these Conditions and in particular to Clauses 25,26,27 and 28 hereof accepts liability for loss of or damage to Goods taken into its charge occurring between the time when it takes the Goods into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the Goods.
7. When and to the extent that the Company in accordance with these Conditions is acting as an agent on behalf of the Customer, the Company shall be entitled and the Customer hereby expressly authorises the Company to enter into contracts on behalf of the Customer:-
  - (A) for the carriage of Goods by any route or means or person;
  - (B) for the storage, packing, trans-shipment, loading, unloading or handling of the Goods by any person at any place and for any length of time;
  - (C) for the carriage or storage of Goods in or on Transport Units (as defined in Clause 18) and with other Goods of whatever nature; and
  - (D) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer.
 Unless otherwise agreed by the parties in writing, in all and any dealings with local customs authority for and on behalf of the Customer, the Company is deemed to be appointed, and acts as, Direct Representative only.
8. The Company reserves to itself a full liberty as to the means, route and procedure to be followed in the handling, storage and transportation of Goods.
9. The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated Companies. In the absence of agreement to the contrary, any contract to which these Conditions apply is made by the Company on its own behalf and also as agent for and on behalf of any such parent, subsidiary or associated Company and any such Company shall be entitled to the benefit of these Conditions.
10.
  - (A) Subject to Clause 10 (B) hereof, the Company shall have a general lien on all Goods and documents relating to Goods in its possession, custody or control 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 as agent for and 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 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.
  - (B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the Goods before doing so.
11. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.
12.
  - (A) If delivery of the Goods or any part thereof is not taken by the Customer, consignee or Owner at the time and place when and where the Company is entitled to call upon such person to take delivery thereof, the Company shall be entitled to store the Goods or any part thereof at the sole risk of the Customer, whereupon the liability of the Company in respect of the Goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the Company or any agent or Sub-Contractor of the Company shall forthwith upon demand be paid by the Customer to the Company.
  - (B) The Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):-
    - (i) on 28 days' notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods, any Goods which have been held by the Company for 90 days and which cannot be delivered as instructed; and
    - (ii) without prior notice, Goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to Third Parties or to contravene any applicable laws or regulations.
13. The Company can (subject to the review and approval of the insurer) arrange for cargo insurance for Customer's interests and benefit covering the actual cash value with respect to the physical loss of or damage to the Goods, provided the applicable premium is paid. Such requests should be communicated in writing to the Company's customer service or sales personnel for the cover to be arranged. The cargo insurance does not cover other types of loss or damage (including but not limited to loss of profit, loss of income, loss of sales, loss of future business, loss of goodwill, loss of reputation, third party claims), whether such loss or damage is special or indirect or consequential in nature and even if the risk of such loss or damage was brought to the insurer's attention before or after acceptance of the Goods by the Company. If Customer does not request cargo insurance and pay the applicable premium, subject to Clause 27, Customer assumes all risks of loss or damage.
14.
  - (A) Except under special arrangements previously made in writing by an officer of the Company so authorised or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of Goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by the Company only as agents for the Customer where Third Parties are engaged to effect compliance with the instructions.

- (B) The Company shall not be under any liability in respect of such arrangements as are referred to under Clause 14 (A) hereof save where such arrangements are made in writing.
- (C) In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to Goods.
15. Advice and information, in whatever form it may be given is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses suffered as a consequence of passing such advice or information on to any third party except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.
16. (A) Except under special arrangements previously made in writing, the Company will not accept or deal with (i) blood and/or blood plasma, (ii) bullion and money of every description (e.g. cash, bank notes, coins, currency notes), (iii) livestock, bloodstock and all living creatures, (iv) precious stones, gems or metals or items made from or containing such materials, (v) bottled spirits, (vi) cigarettes, cigars and other tobacco products, (vii) fine art and antiques, (viii) household or factory removals, personal effects (commercial customers only, not private individuals), (ix) micro-chips, computer chips, micro-processors, CPU's, semi-conductors, mobile/cellular phones, laptops, tablet PC's, games consoles, MP3 players, or similar, exceeding a value of One Million Euros per shipment, (x) human remains, (xi) weapons, arms, ammunition, explosives. 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 Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.
- (B) The Company may at any time waive its rights and exemptions from liability under Clause 16 (A) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.
17. Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other Goods, property, life or health, the Company shall where reasonably practicable contact the Customer, but reserves the right at the expense of the Customer to remove or otherwise deal with the Goods.

## **THE CUSTOMER**

18. (A) The Customer warrants:
- that the description and particulars of any Goods or information furnished, or services required, by or on behalf of the Customer are full and accurate and delivered in time.
  - that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.
  - that where the Company receives the Goods from the Customer already stowed in or on a container, trailer, tanker or any other device specifically constructed for the carriage of Goods by land, sea or air (each hereafter individually referred to as "the Transport Unit"), the Transport Unit is in good condition and is suitable for the carriage to the intended destination of the Goods loaded therein or thereon.
  - that it shall ensure that the Company receives all information required for the customs declaration and the compliant execution of the complete customs procedures in full, in the format required by the Company and in good time (as prescribed by national law and/or regulations), at least one working day before the declaration has to be sent to customs. This information must be accurate, complete and consistent with the relevant shipment including any pertinent import restrictions, preferential treatment rules, dual-use characteristics and original documents such as certificates of origin as well as information regarding the carrier and the importer of records used.
  - that it shall ensure compliance with all applicable export control and sanctions laws and regulations ("Export Laws") and warrant in particular that:
    - neither Customer, any holding company, agents, consignee or any other third party directly contracted by Customer for the delivery of the Goods are listed on any applicable sanctions lists as a denied or restricted party;
    - the delivery of the Goods to their final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;
    - Customer will inform the Company should the Goods be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws;
    - Customer has obtained all necessary permits, licenses or other government authorizations required for the delivery of the Goods to their final destination and end-use.
    - Customer shall provide Company with all information, including permits and licenses, required by applicable Export Laws to permit the Company to further the delivery of the Goods to the final destination country.
- (B) Each party shall act in accordance with its own Code of Conduct, failing which the Customer shall evidence it is compliant with the principles contained in Deutsche Post DHL's Code of Conduct which can be found on [www.dp-dhl.com/en/about\\_us/code\\_of\\_conduct.html](http://www.dp-dhl.com/en/about_us/code_of_conduct.html).
19. Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 17 above deliver to the Company or cause the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other Goods, he shall be liable for all death, bodily injury, loss or damage arising in connection with such Goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.
20. The Customer shall save harmless and keep the Company indemnified from and against:-
- All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer, and
  - Without derogation from Clause 20 (A) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and
  - All claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its Servants, Sub-Contractors or agents, and
  - Any claims of a General Average nature which may be made on the Company.
21. (A) The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counter-claim or set-off.
- (B) In respect of all sums which are overdue the Customer shall be liable to pay to the Company interest calculated at the rate of 2 per cent for each calendar month during all or part of which a payment is overdue.
22. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or other person when due.
23. Where liability for General Average arises in connection with the Goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

## **LIABILITY AND LIMITATION**

24. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
25. (A) The Company shall be relieved of liability for its contractual obligations and any loss or damage if and to the extent that such loss or damage is caused by:-
- strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
  - Any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.
- (B) The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the Customer, including any breach by the Customer of these Conditions,
26. Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility for departure or arrival dates of Goods.
27. (A) Subject to Clauses 2(B) and 25 (A) and 25 (B) above and Clause 27 (D) below, the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed
- in the case of claims for loss or damage to Goods
    - the replacement value of any Goods lost or damaged, or
    - a sum at the rate of two SDR's per kilo of gross weight of any Goods lost or damaged, whichever shall be the least
  - in the case of all other claims
    - the replacement value of the Goods that are the subject of the relevant transaction between the Company and Customer,
    - a sum at the rate of two SDR's per kilo of the gross weight of the Goods that are the subject of the said transaction, or
    - 75,000 SDR's in respect of any one transaction, whichever shall be the least.
- For the purposes of Clause 27(A) the 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.
- (B) Subject to Clauses 2(B) and 25 (A) and 25 (B) above and Clause 27 (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of Goods in a reasonable time or (where there is a special arrangement under Clause 26) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.
- (C) Notwithstanding any of the provisions of these Conditions except Clause 27 (F) below the Company shall not in any circumstances whatsoever have liability to the Customer for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims for pure economic loss (in each case whether direct or indirect) or for any other indirect or consequential loss howsoever caused, including due to the Company's negligence.
- (D) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Clauses 27 (A) and 27 (B) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.
- (E) Notwithstanding any of the provisions of these Conditions, the Company's liability, if any, for any claim arising from customs brokerage services howsoever arising (in each case whether caused by

negligence or otherwise) shall be limited to USD 50 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less. The maximum annual aggregate liability of Company to Customer for custom brokerage services in contract, tort (including negligence) or otherwise, shall not exceed 25 (twenty five) per cent of the total custom services charges paid to Company by Customer for the relevant custom services provided in the relevant country in the contract year in which the error, omission or other event occurred.

- (F) Company does not exclude or restrict its liability (if any) to Customer for death or personal injury resulting from Company's negligence or any matter for which it would be illegal for Company to exclude or attempt to exclude liability.

28.

- (A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or ought reasonably to become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.
- (B) Notwithstanding the provisions of Clause 28 (A) above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

#### **JURISDICTION AND LAW**

29. These Conditions and any act or contract to which they apply shall be governed in all respect by the laws of the country where the DGF entity which issued the invoice is based and the courts of such country will have exclusive jurisdiction.

#### **GENERAL**

30.

- (A) Each exclusion or limitation in these Conditions exists separately and cumulatively.
- (B) When reasonably necessary and at the discretion of the Company the Goods may be carried, stored or handled with other compatible goods or transferred between stores.
- (C) Any notice or statement of account given by the Company to the Customer shall be duly given if left at or sent by first class post to the last known address of the Customer or by facsimile to the last notified number and such notice or account shall if posted be deemed to have been given 2 working days after posting and, if by facsimile, the next working day.

#### **WAREHOUSING CONDITIONS OF CONTRACT**

In the event that DHL Global Forwarding store Goods other than storage of Goods in transit, the following Warehousing Conditions of Contract apply in addition to the above Standard Trading Conditions.

#### **CUSTOMER UNDERTAKINGS**

1.

- (A) The Customer undertakes that:
- When presented for warehousing, the Goods shall be securely and properly packed in compliance with any statutory regulations or official or recognized standards and in such condition as not to cause (i) damage, death or bodily injury to the Company or third parties or the environment (ii) the likelihood of damage, death or bodily injury to the Company or third parties or the environment; in both cases (i) and (ii) : including any property or goods, Goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.
  - Before presentation of the Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.
  - It will upon demand reimburse all duties and taxes that the Company may be required to pay in respect of the Goods..
  - Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.
- (B) Notwithstanding any notice under Clause 2 (C) below, if there is a breach of contract by the Customer, the Customer will indemnify the Company against any loss or damage it suffers which is related to the breach, and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra storage charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer of this contract. If the Company suspects a breach of warranty in Clause 1 above or of any undertaking in Clause 2 (A) below, it may demand the immediate removal of any Goods held for the Customer, or itself arrange their removal without notice, at the Customer's expense.

#### **COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES WHILE PROVIDING WAREHOUSING SERVICES**

2.

- (A) Except as provided in Clause 2(C) below, the Company does not insure the Goods and the Customer shall at his option make arrangements to cover the Goods against all risks to the full insurable value thereof.
- (B) The Company excludes liability for any claim relating to loss, damage, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or mis-compliance with instructions of or to or in connection with the Goods ("Claim"). This exclusion does not apply if a Claim arises from the neglect or wilful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors). Subject to Clause 2(C) below and unless prohibited by law, the Company shall be liable for losses of or damage to the Goods which occurs due to the Company's negligence or wilful act or default while the Goods are in the Company's care, custody and control, such liability not to exceed a sum at the rate of two SDRs per kilo of gross weight of any Goods lost or damaged (subject to the limitations set out in these Warehousing Conditions of Contract and the above Standard Trading Conditions).
- (C) The limit of liability in Clause 2 (B) above may be increased by written notice, in which event:-
- The Customer shall give written notice to be received by the Company at least 7 days before the date on which the increased liability is required to be operative and shall specify the nature and the maximum value of the Goods to be at risk inclusive of duty and taxes paid or payable thereon. Under no circumstances will the Company's liability to the Customer exceed the value given under this notice.
  - The Customer shall accept an increase in the Company's charges to cover the costs incurred in insuring against the Company's additional liability hereunder.

3.

The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Customer's warranties and undertakings (or by any of the circumstances by virtue of which the Company is relieved of its contractual obligations in accordance with Clause 25 of the Standard Trading Conditions above).

#### **EMPLOYEES AND SUB-CONTRACTORS**

4.

- (A) The Customer and the Owner of the Goods will not take any proceedings against any employee or sub-contractor of the Company for a Claim.
- (B) Without prejudice to Clause 4 (A) above, if an employee or sub-contractor of the Company pays or is liable to make a payment to the Customer or Owner of the Goods in connection with a Claim, the Customer and the Owner of the Goods will each fully indemnify the Company against any claim (including all costs and expenses) by the employee or sub-contractor against the Company for reimbursement of or indemnity against that payment to the extent that it exceeds 2 SDR per kg weight of that part of the Goods the subject of a Claim or any higher figure agreed under Clause 2(C) above.
- (C) In any of the circumstances referred to in Clause 4 (D) below, and otherwise with the written consent of the Customer, the Company shall be entitled to sub-contract all or any part of the warehousing services and in this event these Conditions shall apply to such services. The Company shall be entitled to sub-contract without requiring the Customer's consent with others for the security, cleaning, maintenance, repair and other services and works at the premises where the Goods are located.
- (D) The circumstances referred to in Clause 4 (C) above are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance, requirement of a responsible government or other competent authority or any emergency reasonably requiring such action by the Company.

#### **TERMINATION**

5.

- (A) The Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the Goods within 28 days from the date of such notice or, in the case of perishable Goods, within 3 days.
- (B) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with Clause 5 (A) above having been given) at the due time, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 28 days, or in the case of perishable within three days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's own risk and expense by the best method reasonably available, and the proceeds of any sale or disposal shall be remitted to the Customer after deduction therefrom of all expenses and all amounts due to the Company from the Customer on any account.
- (C) In the case of perishable Goods, notice under Clause 5 (B) above may be combined with a notice under Clause 5(A) above.