

NIPPON EXPRESS (UK) LIMITED - GENERAL TERMS AND CONDITIONS

1. These terms and conditions (“**these Terms**”) explain the rights, obligations, and responsibilities of you, (“**the Customer**”) and Nippon Express (UK) Limited, (“**the Company**”). Please read them carefully. Unless the context otherwise requires: -

“**The Contract**” means the contract or any agreement between the Customer and the Company into which these Terms are incorporated. This includes where these Terms are incorporated by reference such as, but not limited to, in any particulars, schedule, email, letter, credit agreement or invoice.

“**Services**” means the Freight Forwarding, Transport, Warehouse or Removal services provided by the Company, including those services specified in the Contract and Schedule of Services.

“**Schedule of Services**” means any agreed schedule or document detailing the nature of the Services to be provided and the charges for those Services.

“**Goods**” means the goods and materials which have been manufactured and/or purchased or procured by the Customer and are to be stored and transported by the Company pursuant to the Contract. It includes any associated packing.

“**Charges**” means the Company’s charges for the Services as set out in the Contract or any Schedule of Services or any sums due or which become due pursuant to these Terms.

2. **THE COMPANY’S DUTY:** The Company shall perform the services, as specified in the Contract and any Schedule of Services, with a reasonable degree of care, diligence, skill and judgment.
3. **PAYMENT:** The Customer shall pay the Charges in full and without deduction, at such times, in such manner, and in such amounts as specified in the Contract or any agreed Schedule of Services or as specified in these Terms. Otherwise, all invoices for any sums payable by the Customer are due and payable within 30 days of the date of invoice. Time is of the essence for payment of all and any sums payable by the Customer. All unpaid Charges or invoices shall carry interest at a daily rate equivalent to four per cent (4%) per annum above the Base Rate of the Bank of England from time to time in force from the due date until the date the Company receives payment. The Company has the right to increase the Charges from time to time upon notice to the Customer, or to raise surcharges by way of invoice in its sole discretion.

IMPORTANT TERMS. THE CUSTOMER’S ATTENTION IS DRAWN SPECIFICALLY TO THE FOLLOWING IMPORTANT TERMS WHICH, AMONGST OTHER THINGS, HAVE THE EFFECT OF LIMITING OR EXCLUDING THE COMPANY’S LIABILITY AND WHICH LIMIT TIME:

4. **STANDARD TRADING CONDITIONS:** The British International Freight Association Standard Trading Conditions (“BIFA” terms) are incorporated and apply to all business entered into by the Company, unless the Company contracts as a road carrier in which case the Road Haulage Association Limited Conditions of Carriage (“RHA” Terms) are incorporated and apply, or unless the Company contracts as a warehouse keeper in which case the UKWA Contract Conditions for Logistics (“UKWA Terms”) are incorporated and apply, or unless the Company contracts for the movement or removal of household effects in which case the British Association of Removers Model Terms and Conditions (“BAR Terms”) are incorporated and apply. In the event of conflict between any of these Terms and any part of the incorporated terms these Terms take precedence to the extent of such conflict. Reference to BIFA, RHA, UKWA and BAR terms are to the current editions of those terms in force at the time of entering into the Contract. Copies of those terms are available on request or on the Company’s website at: [\[uk.nipponexpress.com\]](http://uk.nipponexpress.com). **Please note the standard trading conditions which are hereby expressly incorporated contain provisions which have the effect of limiting or excluding the Company’s liability and which require the Customer to indemnify the company in certain circumstances. Please read these carefully.** For the avoidance of doubt where any legislation, to include regulations, directives or conventions, such as but not limited to the Convention on the Contract for the International Carriage of Goods by Road (CMR), is compulsorily applicable to any Services, or where the parties have expressly agreed that the Services are to be governed by that legislation, these Terms shall, as regards such Services, be read as subject to such legislation and nothing in these Terms 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 Terms be repugnant to such legislation to any extent, such part shall, as regards those Services, be overridden to that extent and no further.

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5. **INSURANCE:** The Customer is responsible for making all necessary arrangements to insure the Goods at all times, and against all risks, to the full insurable value thereof including when the Goods are in the custody, care or control of the Company. Unless it has been specially agreed in writing in advance, and an additional charge agreed for the service, the Company is not obliged to and will not take any steps to insure the Customer's Goods. If the Company arranges, through a third party or howsoever, insurance for the Customer's goods, it does so solely as agent for the Customer. The Company may also, at its own discretion, declare the Goods on any open or general policy held by the Company.
6. **LIEN:** The Company has a general lien on all Goods and documents or records relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or any owner of the Goods or any other person who may become interested in them, on any account whatsoever, whether relating to Goods belonging to, or services provided by, or on behalf of, the Company to the Customer. Where a lien secures sums payable to or claimed by the Company, it shall continue to apply to the Goods to cover those sums notwithstanding any transfer of ownership of the Goods. Storage charges shall continue to accrue on any Goods detained under lien. The Company has an absolute right, on at least 14 days' notice to the Customer, to sell or dispose of or deal with such Goods or documents or records as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums. The Company shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents or records.
7. **LIMIT OF LIABILITY:** The Company is only liable for direct losses that could be avoided or prevented by the exercise of reasonable diligence. The Company is not liable for any loss resulting from any failure or delay in fulfilling its obligations in so far as such failure or delay results from any cause beyond the Company's reasonable control. The Customer may not, in any event, claim for any loss of profit, wasted expenditure, damage to reputation, losses suffered by third parties, an indemnity for losses suffered by any third parties, any indirect or consequential loss, or any other loss whatsoever not directly relating to the value of the Goods. The Customer acknowledges that the Company may sub-contract some or all of the Services. In that case, the Company shall not be liable for any losses whatsoever caused by the sub-contractors, even when caused by the sub-contractor's negligence, unless those losses could have been prevented or avoided by the exercise of reasonable diligence by the Company. If the Company arranges the carriage of the Goods by rail, road, sea, inland waterway or air it shall do so as agent of the Customer, and such carriage shall be subject to the terms and conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Goods. The Company shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage. Notwithstanding this clause, the Company is entitled to rely on any term, defence or limitation provision contained in the relevant trading condition for the particular Service, as defined at clause 4 above.
8. **WARRANTIES:** The Customer warrants that: (a) the description and particulars of any Goods furnished to the Company by or on behalf of the Customer are full and accurate; (b) it is the owner of the Goods or is duly authorised by the owner to enter into the Contract as the owner's agent; (c) before presentation of the Goods, 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; (d) unless prior to acceptance of the Goods by the Company the Customer has given the Company written notice containing all appropriate information, none of the Goods are Dangerous Goods or Waste, or otherwise contain substances the storage or transport of which would require the obtaining of any consent or licence or which, would or might cause pollution of the environment, harm to human health, or damage to property or other goods; (e) when presented the Goods shall be securely and properly packed, marked in an appropriate manner and labelled in compliance with any statutory regulations or official or recognised standards, and accompanied by all written information or documentation required by any statute or regulation, and in such condition so as not to cause damage or injury or the likelihood of damage or injury to the property, employees or agents, sub-contractors of the Company, or to any other goods, whether by explosion, spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever; (f) unless agreed in the Contract or Schedule of Services, no plant, power or labour, other than that carried by the vehicle/vessel is required for loading or unloading of the Goods and that the Customer will provide, procure and pay for the provision of any special appliances required for loading or unloading the Goods; (g) it will hold the Company harmless for any claim or demand whatsoever made against the Company arising out of or in connection with

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the provision of the Services and the Goods for which the Company is not responsible, and will hold the Company harmless for any claim or loss whatsoever caused by any act or omission whatsoever of the Customer, its employees, agents or sub-contractors; (h) it will not commence any proceedings or make any claim against any employee, agent or sub-contractor of the Company; (i) it, its employees, agents and sub-contractors, and the provision of the Services are not, and will not ever be, subject to any sanctions implemented by any country or jurisdiction.

9. **RECEIPT OF GOODS:** The Company may, if so required, sign a document prepared by the Customer or any third party, acknowledging receipt of the Goods, but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Goods at the time it is received by the Company, and the burden of proving the condition of the Goods on receipt by the Company and that the Goods were of the nature, quantity or weight declared in the relevant document shall rest exclusively with the Customer.
10. **UNDELIVERED OR UNCLAIMED GOODS:** The Company shall not be required to provide any Services beyond the usual place of collection or delivery but if any such Services are provided by the Company they shall be at the sole risk and expense of the Customer. If, for any reason whatsoever, the Company is unable to deliver the Goods, and/or where the Customer fails to collect the Goods, and/or when any period of transit, storage or the duration any particular Service has come to an end, or where the Contract comes to an end by any means whatsoever including in accordance with clause 16 below, the Goods will be stored at the Customer's expense and the Company will invoice the Customer for those expenses on a monthly basis. In those circumstances the Company will not be responsible for the safe storage or preservation of the Goods and will, in no circumstances, be liable for any loss or damage to the Goods. The Company may give the Customer 14 days' notice to collect the Goods from the place of storage, or, in case of perishable goods, 3 days. If the Customer does not collect the Goods in accordance with the notice, the Company has an absolute right, but not an obligation, to sell or dispose of or deal with such Goods as agent for, and at the expense of, the Customer. The Company may apply the proceeds against any amounts owed by the Customer. Any remaining balance will be returned to the Customer and the Company forever discharged from all liability.
11. **TIME BAR:** Unless a shorter time is contained in the relevant trading condition for the particular Service as defined at 4 above, 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, or arising out of or in connection with the Goods 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 have become, aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred. Notwithstanding the forgoing, and unless a shorter time is contained in the relevant trading condition for the particular Service, as defined at 4 above, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, or arising out of or in connection with the Goods, unless suit be brought and written notice thereof given to the Company within 6 months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.
12. **LAW AND JURISDICTION:** The Contract, including the Schedule of Services and any other agreement between the Company and the Customer, and any claims relating to the provision of the Services or arising out of or in connection with the Goods shall be governed by English Law and any disputes subject to the exclusive jurisdiction of the English Courts.
13. **NOTICES:** All notices may be sent by email which constitutes valid service for all purposes. Both the Company and the Customer agree that in the event of a claim being started by either party, the Claim Form, or other document seeking to commence legal proceedings will be validly served if sent by post or courier to the address of the respective party set out in the Contract and they hereby waive any arguments regarding defective service. All notices and documents, including claim documents, may be provided or served in English and are not required to be translated.
14. **CONFIDENTIALITY & GDPR:** Where the Customer provides the Company with information which it wishes to be kept confidential it must specifically draw this to the Company's attention. The Company is not obliged to maintain the confidentiality over any documentation or information which is not specially drawn to its attention by the Customer as being confidential. Subject to the foregoing, the Company and the Customer mutually

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undertakes and agrees with the other at all times hereafter to keep the terms of the Contract, the terms of any Schedule of Services and all information of the other which is of a confidential or secret nature (including, without limitation, information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, suppliers, personnel, and technical operational and administration services of the other) in strict confidence and secrecy and not to disclose such confidential information of the other to any other person, firm or company, including its own personnel, agents and sub-contractors, except only as may be necessary to comply with its obligations under the Contract and any Schedule of Services, as required by law, or as expressly permitted by the other party in writing. The Company and the Customer are required to comply with the UK General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018.

15. **NO VARIATION:** The terms of the Contract, the Schedule of Services and these Terms may only be varied by agreement and in writing. If any acceptance document, record, email, order or other documentation received by the Company from the Customer, whether before or after the date of the Contract, contains terms or conditions which are additional and/or at variance with those contained in the terms of the Contract, the Schedule of Services or these Terms, such additional or varying terms or conditions shall be void, are not binding, and of no effect.
16. **TERMINATION:** The Contract will automatically terminate upon expiry of the Duration stated in the Contract, unless it is otherwise agreed that the Contract will renew or be extended. If no Duration is specifically agreed, the Contract will automatically terminate upon completion of the Services to be provided by the Company. For the avoidance of doubt, the obligation on the Customer to pay the Charges survives termination of the Contract for whatever reason. Each party may terminate the Contract forthwith, by notice in writing to the other party if: (a) the other party commits any material breach of the Contract or these Terms and fails to remedy such breach within 28 days after receiving notice in writing from the party not in breach requiring such breach to be remedied; or (b) if the other party ceases to exist, cannot pay its debts when they fall due, or is subject to any form of insolvency or bankruptcy proceedings whatsoever including any scheme of arrangement with its creditors; or (c) if the other party, its employees, agents and sub-contractors, the Goods, or the provision of the Services are subject to any sanctions implemented by any country or jurisdiction. Upon termination, the Customer shall forthwith pay to the Company all Charges due and payable.
17. **ANTI BRIBERY, ANTI CORRUPTION, MODERN SLAVERY AND ANTI-TRAFFICKING:** The Company and the Customer agree to comply with the Company’s ANTI BRIBERY, ANTI CORRUPTION, MODERN SLAVERY AND ANTI-TRAFFICKING conditions set out on the Company’s website [uk.nipponexpress.com] which are incorporated into these Terms.