



NIC International Ltd

Standard Terms and Conditions

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

In these Conditions:

"Company" Is NIC International Ltd,

"Person" Includes persons or any Body or Bodies Corporate,

"The 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,

"Customer" Means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.

2 (A) Subject to Sub-Paragraph (B) below, all and any activities of the Company in the course of business whether gratuitous or not are taken subject to these Conditions.

(B) if any 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 authorized 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.

THE COMPANY

4 (A) Subject to Clauses 11 and 12 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 Company shall on demand by the Customer provide evidence of any Contract entered into as Agent for the Customer. Insofar as the Company may be in default of this obligation, it shall be deemed to have contracted with the Customer as a Principal for the performance of the Customer's instructions.

5 When the Company contracts as a Principal for any services, it shall have full liberty a) to perform such services itself or b) to subcontract the whole or any part of such service to third parties (including the Company's own parent, subsidiary, or associated companies).

6 When the Company acts as an Agent on behalf of the Customer the Company shall be entitled (and the Customer hereby expressly authorizes the Company) to enter into all such contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions and subject to the trading conditions of the parties with whom such contracts are made.

7 The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.



8 (A) Subject to Sub-Clause

(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.

9 The Company shall be entitled to retain and be paid all brokerages commissions, allowances and other remuneration's customarily retained by or paid to Freight Forwarders or Courier Companies.

10 (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 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) without notice, 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 the Company or Third Parties or to contravene any applicable laws or regulations.

11 (A) No insurance will be effected except upon express instructions in writing by the Customer and all insurance effected by the Company are subject to the usual exceptions and conditions of the Policies of the insurance Company or Underwriters taking the risk. Unless otherwise agreed in writing the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open general Policy held by the Company.

(B) Insofar the Company agrees to effect Insurance, the Company acts solely as Agent for the Customer. The limits of liability under clause 27(a) (ii) of these Conditions shall not apply to the Company's obligation under Clauses 11(A) and (B).

12 (A) Except under special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the 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 where the Company has to engage third parties to effect compliance with the instructions, only as Agents for the Customer. (B) The Company shall not be under any liability in respect of such arrangements as are referred to under Sub-Clause (A) hereof save where such arrangements are made in writing.

13 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only and the Customer shall not pass such advice or information to any third party without the Company's written agreement. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of any such breach of this Condition by the customer.



14 (A) Except under prior arrangement previously made in writing the Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets or plants, trophy's, prizes, alcohol, hazardous material. Should any Customer nevertheless deliver or send any such goods to the Company or cause the Company to handle or deal with 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 and reserves the right to "hold" without prejudice, penalty, expenses, cost such goods until written confirmation is received by the Company from the Customer.

(B) The Company may at any time waive its rights and exemptions from liability under Sub-Clause (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 providing such waiver shall be on the Customer.

15 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 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.

16 Where there is a choice of rates according to extent or degree of the liability assumed by carriers special arrangements have to be made previously made in writing.

THE CUSTOMER

17 The Customer warrants

(A) That the description and particulars of any goods furnished by or on behalf of the customer are full, accurate and true and any miss-declaration is wholly at the liability of the Customer and the Customer accepts full responsibility of any miss-declaration. Any penalty, fine, impoundment, payment of duties, taxes, storage costs and loss of business of the Customers goods resulting in a miss-declaration is wholly, without acception accepted by the Customer.

(B) That the 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.

(C) That were the Company received the goods from the Customer already stowed in or on a container, trailer, tanker, or any other devise specifically constructed for the carriage of goods by land, sea or air the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein or thereon.

18 Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 15 above deliver to the Company or cause the Company to deal with or handle goods of a dangerous or damaging nature, or goods likely so harbour or encourage vermin or other pests, or goods liable to affect other goods, he shall be liable for all 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.

19 The Customer undertakes that no claim shall be made against any Director, Servant, or employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these conditions and any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

20 The Customer shall save harmless and keep the Company Indemnified from and against:-

(A) All liability, loss, damage, costs and expenses whatsoever including without prejudice to the generality of the foregoing, all duties, and 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



(B) Without derogation from Sub-Clause (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

(C) All claims, costs and demands whatsoever and by whomsoever made or preferred 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, subcontractors or Agents, and

(D) 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, counterclaim or set-off.

(B) In respect of all sums which are overdue with reference to the Late Payments (interest) Ad 1998 the Customer shall be liable to pay to the Company interest calculated at 8% above the prevailing Base Rate of the London clearing banks.

22 Despite the acceptance by the Company of instructions to collect freight and courier material, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight, duties, charges or expenses receipt of evidence of proper demand and in the absence of evidence of payment (For whatever reason) for 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 judgement.

25 The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:

(A) strike, lock-out, stoppage or restraint of labour, war, acts of God, bad weather, aircraft suffering delays due to technical problems, Customs at point of exit and arrival, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence:

(B) 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.

26 Except under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates and time of goods.

27(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 3 days of the date to which the Customer became or should have 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 when the Customer can show that it was impossible for him to comply with this time Limit and he has made the claim as soon as it was reasonably possible for him to do so.

(B) Documents, papers, tenders C.D's, DVD's, C.D.R.'s or any information contained thereon is not covered by any insurance and no claim may be made to the Company by the Customer for any loss, damage or delay and is sent wholly at the risk by the Customer.



(C) The Company does not accept any liability for any goods lost or damaged whilst in storage or transit except for the first £100 unless we are requested to insure them separately by the customer.

(D) Notwithstanding the provisions of Sub-Paragraph (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.

27(E) The Company shall not in any event be liable for any consequential loss.

Insurance

28(A) The Company will at the request and costs of the Customer insure the goods while in the custody of the Company for their full market value.

28(B) The Company will provide the Customer with a copy of the material provisions of the policy and written confirmation that the insurer is on risk in relation to the goods.

28(C) Where the goods are so insured the Company shall be under no liability to the Customer for any matter in respect of which a claim has been made or could be made under that policy.

Jurisdiction and Law

29 These conditions and any act or contract to which they apply shall be governed by English law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the English courts.

I (the customer) accept these terms and conditions

Signed.....

Position.....

Date.....