IRISH ROAD HAULAGE ASSOCIATION

CONDITIONS OF CARRIAGE 2008

ONLY MEMBERS OF THE IRISH ROAD HAULAGE ASSOCIATION MAY USE THE FOLLOWING CONDITIONS OF CARRIAGE. USE BY NON-MEMBERS IS STRICTLY PROHIBITED.

Name	
Registered Address/ Principal Place of Business	

The above is a member of the Irish Road Haulage Association (hereinafter referred to as "the Carrier") and accepts goods (hereinafter referred to as "the Consignment") for carriage subject to the terms and conditions (hereafter referred to as "these Conditions") set out below. No agent or employee of the Carrier is permitted to alter or vary these Conditions in any way unless he/she is expressly authorised to do so by the Carrier in writing.

These Conditions shall be incorporated into and shall form part of any and all agreements between the Carrier and the customer (hereafter referred to as "the Customer") for the carriage of any Consignment and shall become legally binding on both parties on the Carrier's acceptance of the Consignment from the Customer or on the Customer's behalf.

1. DEFINITIONS

In these Conditions the following expressions shall have the meanings respectively assigned to them below:

"these Conditions" means the terms and conditions set out herein

"Consignee" means the person or company to whom the Carrier contracts to deliver the Consignment.

"Consignment" shall mean goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load or for the Customer from one address to one address.

"Consignor" means the person or company to whom the Carrier contracts to pick up the Consignment from.

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"Contract" shall mean the contract of carriage between the Customer and the Carrier, incorporating these Conditions.

"Customer" shall mean the customer who contracts for the services of the Carrier.

"Dangerous Goods" shall have the meaning of assigned to it in the Carriage of Dangerous Goods by Road Act, 1998.

2. CARRIER IS NOT A COMMON CARRIER.

The Carrier is not a common carrier and will accept goods for carriage only on these conditions.

3. PARTIES AND SUB-CONTRACTING.

(1) Where the Customer is not the owner of some or all of the goods in any Consignment he shall be deemed for all purposes to be the agent of the owner or owners of such goods.

(2) The Carrier may sub-contract the services of any other carrier for the purpose of fulfilling its obligations under the Contract in whole or in part. Any such other carrier shall have the like power to sub-contract on like terms.

(3) The Carrier enters into the Contract for and on behalf of himself and his servants, agents and sub-contractors referred to in subsection (2) above and their respective sub-contractors and every reference in these Conditions to the 'Carrier' shall be deemed to include every other such carrier, servant, agent and sub-contractor with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier shall be under no greater liability whatsoever to the Customer or anyone claiming through him than that of the Carrier under the Contract.

(4) Notwithstanding paragraph (3) of this Condition the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the terms and conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage.

(5) The Carrier confirms that it is in possession of a current national road haulage operator's licence and/or international road haulage operator's licence (depending on which is required for carriage of the Consignment) granted under the Road Traffic and Transport Act 2006.

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4. DANGEROUS GOODS

(1) If the Carrier agrees to accept Dangerous Goods for carriage, the Customer must ensure that such goods be accompanied by a full and detailed declaration as to their nature and contents and all documentation, labeling and marking required by law and in particular as required under Section 11 of the Carriage of Dangerous Goods by Road Act, 1998 and Regulations 17, 18 and 19 of the Carriage of Dangerous Goods by Road Regulations, 2007.

(2) The Customer shall provide the Carrier, in a timely manner, with all documentation required by law and in particular by the Carriage of Dangerous Goods by Road Act, 1998 and any regulations made thereunder, in connection with the carriage of any Dangerous Goods before transit of such goods.

(3) The Dangerous Goods must be properly and safely packed in accordance with Regulation 33 of the Carriage of Dangerous Goods by Road Regulations, 2007 and any subsequent amendments and in accordance with any other requirements under law.

(4) The Customer warrants that the carriage of the Dangerous Goods is permitted by law and that it has complied with all relevant requirements under law relating to the carriage of Dangerous Goods and that it has disclosed all relevant information relating to the carriage of the Dangerous Goods to the Carrier.

(5) The Customer shall indemnify the Carrier, its servants, agents and sub-contractors from and against any and all loss, damage or injury however caused arising out or connected either directly or indirectly with the carriage of any Dangerous Goods, whether declared as such or not.

5. LOADING AND UNLOADING

Unless otherwise agreed in writing:

(1) The Carrier shall not be under any obligation to provide any plant, power, or labour or other facilities (other than the normal loading and unloading facilities of the vehicle being used to transport the Consignment) in connection with the loading or unloading of any Consignment.

(2) The Customer warrants and undertakes that any appliances or facilities required for loading or unloading the Consignment which are not carried by the vehicle being used to transport the Consignment will be provided at the Customer's expense by the Customer or by a third party on the Customer's behalf. Such goods shall be accepted by the Carrier for

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carriage only on condition that the Customer has duly ascertained from the Consignee that such appliances or facilities are available at the Consignment's destination.

(3) Where the Carrier is called upon to load or unload any Consignment requiring the use of special appliances or facilities the Carrier shall be under no liability whatsoever to the Customer for any damage howsoever caused, whether caused by the negligence of the Carrier, its employees, servants, agents, successors in title or assigns or not, and the Customer shall indemnify the Carrier against any claim or demand arising out of or connected either directly or indirectly with such damage.

(4) The Carrier shall not be required to provide loading or unloading services at locations outside of the Customer's usual place of collection or delivery or render assistance in the loading or unloading of any Consignment and if any such service or assistance is provided by any employee, servant or agent of the Carrier such service or assistance shall be deemed given at the sole risk of the Customer, who will keep the Carrier indemnified against any and all costs, losses, liabilities, claims or demands arising out of or connected either directly or indirectly with the rendering of such service or assistance.

(5) The Carrier or its employees, servants or agents shall decide at their sole discretion whether safe and adequate access for loading or unloading exists at the place of collection or delivery. If the Customer or any employee, servant or agent of the Customer or the Consignee, or any other party acting in any authority other than that of the Carrier, requires the Consignment to be placed in the vehicle intended to transport the Consignment otherwise than at the discretion of the Carrier damage to that vehicle and the Consignment shall be at the sole risk of the Customer, and the Customer shall keep the Carrier indemnified against any claim or demand for any cost, loss or damage howsoever caused arising out of such loading or unloading, subject in all cases to the right of the Carrier to refuse to permit the loading or unloading of the Consignment if it so considers it advisable.

6. CONSIGNMENT NOTES

(1) The Carrier shall, if so required, sign a consignment note or similar document prepared by the Customer or by a third party on the Customer's behalf acknowledging receipt of the Consignment but notwithstanding any statements contained therein that document shall not be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier unless the Carrier or its representative has been permitted to and facilitated in

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verifying such nature, quantity or weight prior to the loading of the Consignment on the vehicle being used to transport the Consignment.

(2) In the event of any dispute arising between the parties the Customer shall be solely responsible for proving that the Consignment was of the nature, quantity or weight declared in the relevant document at the time it was received by the Carrier.

7. TRANSIT

(1) Subject to these Conditions the obligations and responsibilities of the Carrier, its employees, servants or agents in relation to any Consignment shall subsist only while such Consignment is in transit.

(2) Transit shall commence when the Carrier takes full and unfettered possession of the Consignment whether at the point of collection or at the Carrier's premises.

(3) Transit shall (unless otherwise previously determined) end when the Consignment is presented at the usual place of delivery at the Consignee's address within customary cargtage hours, provided that:-

(a) if in the Carrier's opinion no safe and adequate access or no adequate unloading facilities exist at that place of delivery then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and

(b) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or 'to be kept until called for' or upon any like instructions and such instructions are not provided within a reasonable period of time or the Consignment is not called for and removed within a reasonable period of time, then transit shall be deemed to end.

8. UNDELIVERED OR UNCLAIMED GOODS

Where the Carrier is unable for whatever reason to deliver a Consignment to the Consignee or where by virtue of the proviso to Condition 7(3) hereof, transit shall be deemed to have ended the Carrier may proceed to sell the Consignment. Payment or tender of the proceeds of any such sale (after deductions of all charges and expenses reasonably incurred in relation thereto and all outstanding charges of the Carrier in relation to the carriage, storage or otherwise of the Consignment) to the Customer shall (without prejudice to any claim or right which either party may have against the other pursuant to the Contract) discharge the Carrier from

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any and all liability whatsoever in respect of such Consignment, inclusive of its carriage and storage, provided that:-

(a) the Carrier shall take reasonable steps to obtain a fair value for the Consignment; and

(b) the power of sale shall not be exercised where the name and address of the Consignor or the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the Consignor or Consignee and the goods may be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such a notice, the goods are collected or instructions are given for their disposal.

9. CARRIER'S CHARGES

(1) The Carrier's charges for carriage shall be payable by the Customer, within thirty (30) days of the date of the Carrier's invoice, without prejudice to the Carrier's rights against the Consignee or any other person provided that when the Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

(2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The Carrier shall be entitled to interest at 2% above the EURIBOR prevailing at the date of the Carrier's invoice or account, calculated on a daily basis on all amounts due to the Carrier.

(3) Except where the quotation states otherwise all quotations based on a tonnage rate shall apply to the gross weight, unless the goods exceed 80 cubic feet in measurement per ton weight, in which case the tonnage rate shall be computed upon and apply to each measurement of 80 cubic feet or any part thereof.

(4) A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable, or liabilities incurred, to the Carrier.

10. TIME LIMIT FOR CLAIMS

(1) The Carrier shall not be liable:-

(a) for damage to the whole or any part of the Consignment, or physical loss, deviation, mis-delivery, delay or detention where the

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Consignee has acknowledged (by signing a delivery note or otherwise) upon delivery that the Consignment has been received in good condition, and failing such acknowledgement unless the Carrier is advised thereof in writing within three (3) calendar days and a claim in respect thereof made in writing within fourteen (14) calendar days after the termination of transit;

(b) for any other loss unless the Carrier is advised of the loss or non-delivery in writing (other than upon a consignment note or delivery document) within twenty eight (28) calendar days and the claim is made in writing within forty two (42) calendar days after the commencement of transit

(2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless court proceedings are issued within six months of the date when transit commenced.

(3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

11. LIABILITY FOR LOSS AND DAMAGE

(1) The terms set out in paragraph (2) of this Condition shall be applicable unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

(2) Subject to these conditions the Carrier shall be liable for any loss, or misdelivery of or damages to the Consignment occasioned during transit unless such loss, misdelivery or damage has arisen from:-

(a) an act of God;

(b) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power, confiscation, requisition, destruction of, or damage to property by or under the order of any government or public or local authority;

(c) seizure or forfeiture under legal process;

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(d) act or omission misrepresentation or misstatement of the Customer or owner of the Consignment or of the employees, servants or agents of either;

(e) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;

(f) insufficient or improper packing or (where the Carrier has not supervised the loading of the Consignment) loading;

(g) insufficient or improper labeling or addressing;

(h) riots, civil commotion, strikes, lockouts, industrial disputes, general or partial stoppage of restraint of labour from whatever cause;

(i) any breach by the Customer of these Conditions including where the Consignee has not taken any Consignment or has made available for collection or accepted delivery of any such Consignment within a reasonable time after Consignment has been tendered;

(j) where goods which have been loaded into or onto a container or other unit load instrument and sealed by the Consignor or Customer and received as such by the Carrier and entered at the usual place of delivery at the Consignee's first address with the seal unbroken and the Carrier has not broken the seal.

(3) Where the Carrier or its employees, servants, or agents have been afforded with no opportunity to verify the quantity of the Consignment upon loading the Carrier shall in no event be responsible or liable to the Customer in respect of any alleged shortage in the Consignment upon delivery.

(4) In no event shall the Carrier be liable to the Customer for delay in delivery due to any matter beyond the Carrier's control, including without limitation the matters referred to in sub-paragraphs (2)(a) and (b) of this Clause 11.

12. LIMITATION OF LIABILITY

(1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, however arising, shall in all circumstances be limited to the lesser of:

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(a) the value of the goods actually lost, mis-delivered or damaged; or

(b) the cost of repairing any damage or of reconditioning the goods; or

(c) a sum calculated at the rate of one thousand eight hundred Euro (€1,800) per tonne on the gross weight of the goods actually lost, mis-delivered or damaged;

and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold to a third party and shall otherwise be taken to be the replacement cost thereof to their owner at the commencement of transit, and in all cases shall be taken to include any customs and excise duties or taxes payable in respect of those goods.

(2) Where the loss, damage or mis-delivery however sustained is in respect of part of a Consignment the liability of the Carrier shall be limited to the proportion of the sum ascertained in accordance with paragraph (1) of this Condition which the actual value of that part of the Consignment bears to the actual value of the whole of the Consignment.

(3) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:

(a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of the interest, and

(b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

13. GENERAL LIEN

(1) The Carrier shall have a general lien against the Customer, where the Customer is the owner of or has any proprietary interest in any Consignment, for any monies whatsoever due from the Customer to the Carrier. If any lien is not satisfied within sixty (60) days the Carrier may at its absolute discretion sell the Consignment or part thereof as agents for the Customer and apply the proceeds towards the monies due and the

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expense of the retention, insurance and sale, and shall upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

(2) Where the Customer is not the owner of or has any proprietary interest in the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession of, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

14. UNREASONABLE DETENTION

The Customer shall be liable for the costs associated with the detention of vehicles, containers, trailers, equipment and any other goods by the Customer or Consignee or any of their employees, servants or agents where such detention is unreasonable in the Carrier's opinion, but the Carrier's rights against any third party in respect thereof shall remain unaffected. To the extent that any such detention occurs at the premises of the Customer or of the Consignor or Consignee, the Customer shall be liable for demurrage at the Carrier's current rate of demurrage for the period during which such detention continues.

15. USE OF FORMS

The use of Customer's own contract forms, purchase orders, invoices or other forms or documents shall not derogate from or add to these Conditions but shall be deemed to be supplemental thereto. For the avoidance of doubt and without prejudice to the forgoing in the event of any conflict between these Conditions and the Customer's own forms these Conditions shall take precedence.

16. INDEMNITY TO THE CARRIER

The Customer shall indemnify the Carrier against:

(1) All liabilities and costs incurred by the Carrier, its employees, servants or agents (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss or damage to the vehicle used to transport the Consignment and to other goods on that vehicle) by reason of any error, omission, mis-statement or misrepresentation by the Customer or owner of the Consignment or by any servant or agent of either of them, insufficient or improper documentation or packing, labeling or addressing of the Consignment or fraud as contemplated by Condition 17, and

(2) All claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence) by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and any claims made or costs levied upon the Carrier

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by relevant customs and excise authorities) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

17. FRAUD

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

18. VALIDITY

If any provision of these Conditions is held by any competent authority to be invalid, unlawful or unenforceable in whole or part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

19. WAIVER

Failure or neglect by the Carrier to enforce at any time any of the Conditions hereof shall not be construed nor deemed to be a waiver of the Carrier's rights hereunder, nor in any way affect the validity of the whole or any part of these Conditions, nor prejudice the Carrier's rights to take subsequent action.

20. NOTICES

(1) Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by pre-paid post or telecopier to the address of that party (which in the case of the Carrier shall be the address appearing at the head of this Agreement and in the case of the Customer shall be the address set out in the relevant purchase order) or to that party's telecopier number thereat or to that party's electronic mail address (if notified to the other party) or to such other address, number or electronic mail address as may be notified in writing by that party from time to time for this purpose and will be effective notwithstanding any change of address, telecopier number or electronic mail address not so notified.

(2) Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address, if by

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telecopier upon transmission during normal business hours (otherwise on the next following Business Day), subject to the correct answerback code or telecopier number being received on the transmission report, or if by electronic mail when actually received in the incoming mail box of the recipient.

21. GOVERNING LAW

These Conditions shall be governed by and shall be read and construed in all respect in accordance with Irish law and each of the parties hereto submit to the jurisdiction of the Irish courts. This jurisdiction shall not (and shall not be construed so as to) limit the right of the Carrier to issue proceedings against the Customer in any other court or regulatory body of a competent jurisdiction.

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