

LYNX LOGISTICS LTD

TRADING UNDER

NATIONAL ASSOCIATION OF WAREHOUSE KEEPERS

CONDITIONS OF CONTRACT

GENERAL

Lynx Logistics Ltd., undertakes all services subject solely to the following conditions, which can be varied only in writing by a Director or Partner or duly authorised servant of Lynx.

The Customer's attention is drawn in particular to Condition 3. Condition 3 (ii) has been included herein solely to relieve the owner of the goods the subject of the contract (the "Goods"), or the owner's agent, of the additional costs that Lynx Logistics Ltd., would need to include to recover insurance charges were its liability not limited as provided for in Condition 3 (ii). Condition (3) (iii) will become operative at the option of the Customer on the terms provided therein.

- 1 Lynx Logistics Ltd., is not a common carrier, and the rights and liabilities of the Parties hereunder shall be determined on the basis that the Company is not such a common carrier.
- 2 (i) The Customer warrants that it is either the owner of the Goods or is authorised by such owner to accept these Conditions on the owner's behalf.
- 2 (ii) The Customer further warrants that:-
 - (a) When presented for warehousing, the goods shall be securely and properly packed and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of Lynx Logistics Ltd., or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.
 - (b) Before presentation of the Goods for warehousing, the Customer will inform Lynx Logistics Ltd., in writing of any special precautions necessitated by the nature or condition of the Goods, and of any statutory duties specific to the Goods with which Lynx Logistics Ltd., may need to comply.

LIABILITY

- 3 (i) Except as provided in Condition 3 (iii) below, Lynx Logistics Ltd., does not insure the Goods and the Customer should make arrangements to cover the Goods against all risks to the full value thereof.
- 3 (ii) Lynx Logistics Ltd., shall only be responsible for any loss of or damage to goods or for any non-delivery, mis-delivery or delay or for any non-compliance or mis-compliance with instructions if the same has arisen due to the act, neglect or default of Lynx Logistics Ltd., its employees or agents. Provided always that the liability of Lynx Logistics Ltd., shall in no case exceed a total of £100 per tonne weight of the goods in respect of which a claim arises. Lynx Logistics Ltd., shall in no case be liable for any indirect or consequential loss of any kind whatsoever.
- 3 (iii) The limit of liability in Condition 3 (ii) may be increased by written notice, in which event:-
- (a) The Customer shall give written notice to be received by Lynx Logistics Ltd., at least seven 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 Lynx Logistics Ltd., liability to the Customer exceed the value given under this notice.
 - (b) The Customer shall accept an increase in Lynx Logistics Ltd., charges to cover all costs incurred in insuring against Lynx Logistics Ltd., addition liability hereunder.
 - (c) Lynx Logistics Ltd., shall not be liable for any claim unless it has been notified to Lynx Logistics Ltd., by the Customer within 21 days of the cause of the claim coming to the Customer's knowledge or, of the Goods being delivered by Lynx Logistics Ltd., to or to the use of the Customer, whichever is the later.
 - (d) Lynx Logistics Ltd., 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 Customer's warranties contained in Condition 2 (or by any of the circumstances by virtue of which Lynx Logistics Ltd., is relieved of its contractual obligations in accordance with Condition 10).
 - (e) The benefit of this Condition shall extend to all the employees from time to time of Lynx Logistics Ltd., who shall each be entitled to every right, defence, and exemption or limitation of liability to which Lynx Logistics Ltd., is entitled hereunder.

- 4 (i) In any of the circumstances referred to in paragraph (ii) hereof, and otherwise with the written consent of the Customer, Lynx Logistics Ltd., shall be entitled to arrange for any part of the services to be performed by other contractors, and in this event these terms and conditions shall apply to such services.
- 4 (ii) The circumstances referred to in paragraph 4 (i) hereof are storm, flood, fire, explosion, riot, industrial dispute, labour disturbance or any other emergency reasonably requiring such action by Lynx Logistics Ltd.
- 5 (i) The Customer shall reimburse all duties and taxes that Lynx Logistics Ltd., may be required to pay in respect of the Goods, except to the extent that Lynx Logistics Ltd., is required to accept responsibility therefore in accordance with Condition 3 (iii).
- 5 (ii) Notwithstanding any notice given in accordance with Condition 3 (iii) (a), the Customer shall indemnify Lynx Logistics Ltd., against any loss or damage suffered by Lynx Logistics Ltd., including costs and expenses reasonably incurred by it to the extent that such loss or damage is caused or contributed to by a breach of any of the Customer's warranties contained in Condition 2.
- 6 The Customer may give written authority for the Goods or any part thereof to be transferred by Lynx Logistics Ltd., to the account of another party but subject to the Customer ensuring before the effective date of the transfer that such other party notifies Lynx Logistics Ltd., in writing that it is to become the Customer and is to be bound by these Conditions and by any notice given under Condition 3 (iii) (a).
- 7 When reasonably necessary, vehicles or other means of conveyance may be changed and may deviate or depart from their intended route, and at the discretion of Lynx Logistics Ltd., the Goods may be carried, stored or handled with other compatible goods or transferred between stores.

CHARGES, PAYMENTS AND LIEN

- 8 Lynx Logistics Ltd., charges, which may be increased from time to time by at least 21 days prior notice to the Customer, shall be payable at such periodic intervals or on the expiry of such period of credit as may have been agreed between the parties or, in any event, before removal of the Goods from Lynx Logistics Ltd., custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated on a daily basis at the rate of 2 per cent per annum above the Base Rate of Bank Of Ireland Ltd current from time to time. Further, Lynx Logistics Ltd., shall have a general as well as a particular lien on the Goods for payments of all amounts due from the Customer on any account.

TERMINATION

- 9 (i) The Goods shall be removed by the Customer from the custody or control of Lynx Logistics Ltd., at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, Lynx Logistics Ltd., may at anytime 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 three days.
- 9 (ii) In the event of failure by the Customer to pay any amount due to Lynx Logistics Ltd., or to remove any of the Goods from the custody or control of Lynx Logistics Ltd., (notice in accordance with Clause 9 having been given) at the due time, Lynx Logistics Ltd., may, without prejudice to its other rights and remedies against the Customer give notice in writing to the Customer of Lynx Logistics Ltd., 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 goods within seven days from the date of such notice. On expiry of such period, if such payment has not been made and/or the Goods have not been so removed Lynx Logistics Ltd., shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's entire 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 Lynx Logistics Ltd., from the Customer on any account.
- 9 (iii) In the case of perishable goods, notice under Condition 9 (ii) may be combined with a notice, if any, under Condition 9 (i).

RESPONSIBILITY

- 10 Lynx Logistics Ltd., shall be relieved of the contractual obligations to the extent that their performance is prevented by, or their non-performance is the direct or indirect consequence of the act, neglect, or default of the Customer, including any breach by the Customer of the warranties contained in Condition 2, or by storm, flood, fire, explosion, riot, industrial dispute, labour disturbance or other cause beyond the reasonable control of Lynx Logistics Ltd.
- 11 Any notice or statement of account given by Lynx Logistics Ltd., to the Customer shall be duly given if left at or sent by registered or recorded delivery to the last know address of the Customer and such notice or account shall if posted be deemed to have been given two week-days after posting.
- 12 These Conditions shall prevail over any terms or conditions contained in the Customer's order, acceptance or other communication and shall be deemed to have been accepted by the Customer in preference to such other terms or conditions, unless the Customer has notified Lynx Logistics Ltd., specifically in writing of any proposed variations of these Conditions and such variation has been agreed specifically in writing by a Director, Partner or duly authorised servant of Lynx Logistics Ltd.
- 13 All contracts between Lynx Logistics Ltd., and the Customer shall be governed in all respects by the law of Ireland and the Customer hereby submits to the exclusive jurisdiction of the Irish courts.