2023

CONDITIONS OF TRADING FOR JAS ROAD FREIGHT (U.K.) LIMITED OR ASSOCIATED OR SUBSIDIARY COMPANIES

1. Goods are only received for forwarding by JAS ROAD FREIGHT (UK) Limited (hereinafter called “JAS (UK)” on the following conditions which shall be deemed to be incorporated in any contract made between JAS (UK) and the Customer forwarding goods. No officer, agent or employee of JAS (UK) has any authority to contract on any other terms and conditions unless such contract is reduced to writing and is signed by a Director of JAS (UK) and contains an express acknowledgement that such other terms and conditions shall apply.

2. JAS (UK) is a forwarding agent and not a carrier (except in those Limited circumstances where Conditions 26 to 29 inclusive apply) and does not make or purport to make any contract for the carriage, storage, packing or handling of goods with the customer JAS (UK) only forwards goods subject to the contracts, terms, conditions and regulations of the various persons, companies or authorities into whose possession the goods may pass. JAS (UK) is not a common carrier.

3. Except in those circumstances where Conditions 24 and 25 apply. JAS (UK) acts solely as an agent in performing and securing services for the Customer and in entering contracts with third parties on the Customers behalf.

4. The Customer hereby expressly authorises JAS (UK) to enter into any contracts for the carriage of goods by any route or by any means and for the storage, packing or handling of goods by any persons at any place or places and for any length of time and to do such acts as may be necessary or incidental thereto at the absolute discretion of JAS (UK), and to depart from the Customer's instructions in any respect if in the opinion Of JAS (UK) it is necessary or desirable to do so in the Customer's interests to the intent that JAS (UK) shall have the power to bind the Customer by such acts and contracts In all respect not withstanding any departure from the Customer's instructions as aforesaid.

5. The Customer warrants that he is either the owner, or the authorised agent of the owner, of the goods (including any containers or equipment) to which any business relates, and further warrants that he is authorised to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become Interested in the goods (all such persons being hereinafter called "the Owner").

6. JAS (UK) shall be entitled to perform any of its obligations hereunder by itself or by its parent, subsidiary, or associated companies, or by any other person, firm or company carrying out the functions of forwarding agent. Any contract made by JAS (UK) on behalf of and as agent for any such parent, subsidiary or associated company or other person, firm, or company (hereinafter called "'the Sub-agent") and the sub-agent shall be entitled to the benefit of these Conditions the Customer will not seek to impose upon the sub-agent a liability greater than that accepted by JAS (UK) under these Conditions.

7. Estimates and quotations are given based on immediate acceptance and may be withdrawn or revised at any time prior to acceptance. Notwithstanding acceptance of an estimate or quotation JAS (UK) shall have the right to revise estimates, quotations, or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods.

8. (i) JAS (UK) shall not be obliged to make any declaration for the purpose of any statute of convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly agreed with the Customer in writing

(ii) Where there is a choice of rates according to the extent or degree of the liability assumed by the carriers, warehousemen or others, goods may at the discretion of JAS (UK) but at the Customer's risk be forwarded or otherwise dealt with at the minimum charge to the Customer and no declaration of value (where optional) need be made by JAS (UK) unless express instructions in writing to the contrary have been given by the Customer in the contract to which these Conditions apply.

9. JAS (UK) shall not be obliged to arrange for the goods to be carried, stored, or handled separately from the goods of other Customers.

10. JAS (UK) shall be entitled to retain and be paid all brokerages, commissions, allowances, and other remunerations customarily retained by or paid to forwarding agents or insurance brokers.

11. No insurance will be affected except upon express instructions given in writing by the Customer and all insurances effected by JAS (UK) are subject to the exceptions and conditions of the policies of the insurance company or underwriters taking the risk, JAS (UK) shall not be under any obligation to affect a separate insurance on each consignment but may declare it on any open general policy. Should the insurers dispute their liability for any reason the Customer (or the Insured if other than the Customer) shall have recourse against the insurers only and JAS (UK) shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by JAS (UK) or paid to the Company by Its Customer.

12. Except under special arrangements previously made in writing JAS (UK) will not accept or deal with any noxious dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to JAS (UK) or cause JAS (UK) to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall Indemnify JAS (UK) against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of JAS (UK) or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life, or health. The expression 'goods likely to cause damage" includes goods likely to harbour or encourage vermin pests or disease.

13. Except under special arrangements previously made in writing JAS (UK) will not accept or deal with fragile or perishable goods with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock, or plants. Should any Customer nevertheless deliver any such goods to JAS (UK) or cause JAS (UK) to handle or deal with any such goods they shall be forwarded at the Customer's risk and JAS (UK) shall be under no liability whatsoever for or in connection with the loss of or damage to such goods however caused.

14. JAS (UK) shall have a right (but no obligation) at the expense of the Customer to sell or dispose of the goods after 21 days' notice in writing to the Customer or where the Customer cannot be traced, after the goods have been held by JAS (UK) for 90 days or if in the opinion of JAS (UK) the goods cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee for any reason, or without notice if the goods are perishable and are not taken up immediately on arrival or are insufficiently or incorrectly addressed or marked or if in the opinion of JAS (UK) the goods would be likely to perish in the course of the carriage, storage or handling.

15. JAS (UK) shall have a general lien on all goods and documents relating to goods in its possession for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods and/or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums after service of 28 days' notice in writing to the Customer

16. (i) When goods are accepted, or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

(ii) Whether or not the Customer is acting as agent for any other person, firm or Company the Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or Owner.

(iii) All sums shall be paid to JAS (UK) in cash immediately when due without deduction and payment shall not be withheld in whole or in part or deferred on account of any claim, counterclaim or set-off.

17. JAS (UK) shall not be liable to the Customer or Owner

(a) for loss or damage caused by any failure to carry out or negligence in carrying out the Customer's or Owner's instructions, or by any failure to perform or negligence in performing JAS (UK)'s obligations (whether such obligations arise by contract or otherwise) unless such loss or damage is due to the wilful neglect or default of JAS (UK) or its own servants.

(b) For consequential loss or loss of market or delay or deviation however caused.

(c) for any damage to the goods unless caused by wilful neglect or default whilst the goods are in the actual custody of JAS (UK) or its servants.

(d) For any loss or damage arising to the goods where its agents or the carriers or others in whose possession the goods were at the time of such loss or damage occurring are not responsible.

18. In no case whatsoever shall any liability of JAS (UK), however arising, and whether or not the cause of loss or damage be unexplained exceed

(a) The value of the relevant goods or

(b) Sum at the rate of 8.33 SDR’s per tonne of 1000 kilos on the gross weights of the goods or

(c) 15,000 in respect of any one claim, whichever shall be the less.

19. Without prejudice to Condition 17 and 18, any claim by the Customer or Owner against JAS (UK) shall be made in writing and notified to JAS (UK)

(a) In the case of damage to goods within 7 days after the end of the transit

(b) In the case of delay in delivery or non-delivery within 21 days of the date when the goods should have been delivered for goods under CMR and within 28 days for goods under RHA.

(c) In any other case within 14 days of the event giving rise to the claim

(d) Sequentially and pertaining to liability, JAS (UK) operates under the following terms and conditions.

Continental Haulage undertaken subject to CMR. Domestic UK haulage undertaken subject to RHA 2020. All Storage undertaken subject to U.K.W.A. Full details available on request.

(e) Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely time barred.

20. Except when authorised by JAS (UK) no claim shall be made in respect of JAS (UK)'s obligations hereunder except against JAS (UK) and (without prejudice to the generality of this Clause) no claim shall be made against any servant or agent of JAS (UK) on any ground whatsoever. No claim of any kind shall be made against any parent, subsidiary, or associated company Of JAS (UK) or against any forwarding agent employed by JAS (UK) in pursuance of Condition 5 or against any of the respective servants or agents on any ground whatsoever.

21. The Customer shall indemnify JAS (UK) against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities whether or not arising out of the negligence Of JAS (UK), their servants or agents, suffered or incurred by JAS (UK) in the performance of their obligations under the contract to which these Conditions apply, including any liability to indemnify any other person against claims made against such person by the Customer or by the Owner.

22. Where in these Conditions any matter is to be determined in accordance with the opinion of JAS (UK) the Certificate of a Director of the Secretary of JAS (UK) for the time being shall be conclusive evidence as to any matter so certified.

23. These Conditions and any act or contract to which they apply shall be governed by English Law, and any dispute arising out of any such act of contract shall be within the exclusive jurisdiction of the English Courts.

24. Where in any circumstances JAS (UK) acts as principal in entering into a contract with any other person for the carriage, storage, packing, or handling of the goods, JAS (UK) is not itself carrier for the purpose of the Carriage of Goods by Sea Act, 1971. The Carriage by Air Act 1961, The Carriage by Air (Supplementary Provisions) Act 1962, The Carriage of Goods by Road Act 1965, or for any other purpose, nor does it make or purport to make any contract for the carriage, storage, packing or handling of any goods with the Customer. JAS (UK)'s sole obligation is to procure contracts for the carriage, storage, packing or handling of goods by other persons.

25. Without prejudice to the exceptions and limitations contained herein, JAS (UK) shall be entitled to the benefit of all exceptions and limitations in favour of the carrier or other person storing or handling the goods (such other person together with the carrier being hereinafter called "the Carrier") contained in JAS (UK)'s contract with the Carrier. The Customer will not seek to impose on the Carriers any liability greater than that accepted by the Carrier under such contract.

26.

Notwithstanding the provision of Clause 2 of these Conditions JAS (UK) shall be entitled to perform all or part of the carriage, storage, packing or handling of the goods by themselves or by their subsidiary or associated companies. Conditions 26 to 29 inclusive shall apply to any case where JAS (UK) or is deemed to be the Carrier or in possession of the goods as aforesaid and no further.

27. JAS (UK) shall be entitled

(a) To carry the goods by any route or by any means, and

(b) to store, pack or handle the goods at any place or places and for any length of time and to do all such other acts as may be necessary or incidental thereto at the absolute discretion of JAS (UK) and to depart from the Customer's instructions if in the opinion of JAS (UK) it is necessary or desirable to do so in the Customer's interests.

28. Where JAS (UK) is deemed to be a Carrier JAS (UK) shall not be liable to the Customer or Owner for loss or damage to the goods resulting from:

(a) Fire,

(b) Any other cause unless such loss or damage is proved to be due to the wilful neglect of default of JAS (UK) or its servants.

29. Where JAS (UK) is, or is deemed to be, the Carrier under a contract subject to legislation compulsorily applicable thereto JAS (UK) shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by virtue of such legislation, and the conditions shall be void to the extent that they are inconsistent with such rights, immunities, exception and limitations, but no further.

30. Except in so far as the same are inconsistent. Conditions 1 to 23 inclusive shall apply in cases governed by any of condition 24 to 29 inclusive.

**JAS ROAD FREIGHT (UK) Ltd**

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*All Continental Haulage undertaken subject to CMR. All storage undertaken subject to U.K.W.A. All Domestic Haulage undertaken subject to R.H.A. (2020) Conditions of Carriage. All other activities undertaken are subject to our Standard Trading Conditions. (Copies available on request).*

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 *Reg. No. 1488473 England. Reg. Office Ipswich*

[WWW.JAS.COM](http://WWW.JAS.COM)