

WILLIAMS SHIPPING TRANSPORT LIMITED (“WST”) STANDARD TERMS & CONDITIONS

- 1. All goods that are carried within the UK are subject to the Road Haulage Associations (“RHA”) Conditions of Carriage 2009.**
- 2. All goods that are carried on international journeys are subject to the Convention for the International Carriage of Goods by Road (“CMR”).**
- 3. All goods that are stored in a warehouse by specific agreement with Williams Shipping Transport Ltd are subject to the Road Haulage Conditions of Storage 2009 (“RHA Storage”).**
- 4. The following Additional Terms and Conditions are also incorporated:**

ADDITIONAL TERMS AND CONDITIONS

5. GENERAL (applicable to all work carried out)

- a) The Customer must supply suitable access / egress and good hard standing for loading / unloading. The Customer must ensure that the access route to all sites is sufficiently wide, high and load bearing to enable WST to collect / deliver the goods to the required point.
- b) Loading / unloading is to be arranged by the Customer unless otherwise agreed.
- c) Loading / unloading of wheeled or tracked plant by means of driving such plant on / off ramped trailer shall be carried out by the Customer unless otherwise agreed.
- d) Two hours loading / unloading time is permitted per vehicle, demurrage thereafter to be charged per hour or part thereof.
- e) Work to be carried out during normal weekday working, Monday to Friday unless otherwise agreed.
- f) It is the Customer’s responsibility to ensure that the goods have sufficient structural and surface integrity to withstand the forces put upon them by the securing and / or lifting equipment and the forces applied during transit, lifting, handling and / or shipping. The Driver will secure goods to the vehicle using various securing equipment which he deems necessary, to his satisfaction. A range of securing equipment will be used which may include chains. WST will not accept liability for damage caused by such equipment during the loading, transit, unloading, handling and / or shipping.
- g) The Customer will be responsible for any costs incurred due to incorrect dimensions or weights given.
- h) The Customer must advise if any part of their cargo contains hazardous goods, for example; flammable, chemical, corrosive, explosive, spontaneously combustible, infectious, toxic and marine pollutant. Carrying such hazardous goods may incur additional charges.
- i) In the event that the Customer is in breach of any of WST standard and additional Terms and Conditions, additional charges will apply and WST will seek an indemnity from the Customer for all loss and damage suffered by WST, including legal costs.
- j) Cancellation charges would apply in the event of late cancellation:
Less than 24 hours cancellation: 100% of the costs of work as quoted.
Between 24 – 48 hours cancellation: 50% of the costs of the work as quoted.
Between 48 – 72 hours cancellation: 25% of the costs of the work quoted.

6. ABNORMAL LOAD MOVEMENTS

- a) A load may only be carried as an abnormal load if it is either oversized or over weight as an individual item. It may not be the carried under abnormal load regulations if it is deemed to be divisible, and that by dividing it, it would become transportable under Construction and Use (“C&U”) regulations. The Customer is to warrant that all dimensions and weights are correct and indivisible.
- a) The work that will and / or can be carried out is subject to suitable tractor and trailer combinations being available at the time and date of movement.
- b) The work that will and / or can be carried out is subject to suitable route(s) being available at the time and date of movement giving 2 clear working days notice (excluding Weekends and Bank Holidays) to Police Forces.
- c) Department of Transport VR1 authorisation is required for loads between 5.00m and 6.10m in width. The authorisation is to be obtained by the Customer and furnished to WST in advance of the work being carried out. In the event that the Customer requests that WST obtain the necessary authorisation, WST will do so at cost plus a 15% administration charge.
- d) Removal and / or replacement of any street furniture, overhead wires or any obstruction to facilitate the safe passage of any load(s) will be charged to the Customer at cost plus a 15% administration charge.
- e) Any additional costs (i.e. Police and / or private escorts) incurred for the safe passage of any load(s) will be charged to the Customer at cost plus a 15% administration charge.
- f) Delays incurred due to the non availability of Police / Private escorts (if applicable) will be charged at demurrage rate after 1 hour.
- g) No site / route inspection will be provided and / or has been requested in preparation of this quotation unless stated otherwise.
- h) All route surveys, if required and / or requested by any Authority notified will be charged as an extra. For loads of 4.3m wide and over, and / or 24m long or over and / or 4.95m high overall or over, WST would insist on a route survey and site visit and this would be charged accordingly, additional to the quote provided and / or to be provided.

7. SUPPLY OF CRANEAGE (including mobile or lorry loader)

- a) In some cases WST will not carry out any lone crane work, this is subject to WST’s discretion. Therefore the Customer must ensure that the delivery / collection address is attended at the time of delivery / collection, and if this is not

possible then the Customer must advise WST prior to delivery / collection. Failure to do so may result in aborted journey charges.

- b) WST will supply standard lifting equipment unless requested otherwise. Specialist lifting equipment can be provided, on request, at additional cost. Should the Customer require specialist lifting equipment, such as lifting beams, the Customer must advise WST at the time of enquiry. In the event that no specialist lifting equipment is requested and the goods are unable to be lifted without the specialist lifting equipment, the additional costs of arranging for the specialist lifting equipment to be utilised on an urgent basis will be for the Customer's account at costs plus 15% administrative charge. In the event that no specialist lifting equipment is available at short notice, any delay (to be charged at a demurrage rate after one hour of requesting for the specialist lifting equipment) and / or aborted / cancellation of instructions would be for the Customer's account.
- c) For mobile craneage WST will contract out the craneage to a third party. For avoidance of doubt the terms and conditions of the supplier of the crane apply and where applicable will supersede the WST's conditions. Any additional charges incurred, as a result of WST's crane supplier applying such terms, will be recharged to the Customer at cost plus 15%.

8. CARGO HANDLING

- a) The Customer warrants that the goods should have suitable lifting points. WST reserve the right to refuse to lift the goods if the relevant lifting certificates are not in order. Any costs arising from WST being unable to lift the goods due to the breach of the Customer will be for the Customer's account.
- b) The Customer warrants that all goods are to be packed satisfactorily (in particular for cased cargo and crates) and the cases / crates are structurally suitable and secure for the type and weight of the goods.
- c) WST will not be liable for any consequential loss as a result of delays to the delivery of goods to the shipping terminal. WST's service and obligations end at the point of delivery to the shipping terminal.
- d) The Customer is liable for providing the correct description of goods (including dimensions and weight) to WST and the relevant shipping line.
- e) WST may use dunnage in the packing of the goods which may alter the packed dimensions. If goods are to be delivered to ISPM 15 countries, the Customer must inform WST to use treated timber. WST will keep possession of the certificates and will produce the certificates upon the Customer's request.
- f) The goods loaded must be lashed according to the Code of Practice for Packing of Cargo Transport Units ("CTU") Code. In the event that WST carries out this exercise, the Customer warrants that WST will not be held liable in the event that the goods are rejected by the container terminal surveyor(s).
- g) The quotation given by WST is subject to the goods being loaded and leaving WST's premises for delivery at the container terminal within 24 hours of the goods arriving at WST's premises. In the event that goods are held up at WST's premises, additional storage and trailer hire charges will be for the Customer's account. WST will not be liable for any loss and/or damage due to the open storage of the goods on WST's premises.

9. STORAGE

- a) Customers are required to ensure that the appropriate insurance has been taken out for all goods in storage.
- b) For open / outside storage the RHA Conditions 2009 will apply save that WST accept no liability or responsibility whatsoever for loss or damage to goods howsoever caused.
- c) WST require full settlement of invoices prior to the removal of the customer's goods from storage, irrespective of any payment terms in place.