

WILLIAMS SHIPPING TRANSPORT LIMITED
STANDARD TERMS AND CONDITIONS VERSION 3 - 03.11.20.

1 APPLICATION OF THESE TERMS

- 1.1 Unless otherwise agreed in writing these terms and conditions apply exclusively to each transaction for the provision of Services by WST.

2 DEFINITIONS AND INTERPRETATION

In these terms and conditions:

- 2.1 **"Conditions"** means these terms and conditions.
- 2.2 **"Contract"** means the Order Form and these Conditions.
- 2.3 **"CPA Terms"** means the Construction Plant Hire Association Model Conditions for the Hiring of Plant, effective July 2011.
- 2.4 **"Customer"** means the person requesting the Services under an Order Form.
- 2.5 **"Order Form"** means (a) any quotation issued by WST and accepted by the Customer; (b) any order placed by the Customer that is accepted by WST; or (c) any order confirmation or similar document issued by WST, accepted the Customer - in each case for the provision of Services by WST.
- 2.6 **"RHA Terms"** means the Road Haulage Association Conditions of Carriage 2020.
- 2.7 **"RHA Warehousing Terms"** means the Road Haulage Association Conditions of Storage 2009.
- 2.8 **"WST"** means Williams Shipping Transport Limited, a company registered in England and Wales with company number 04045627 and having its registered office at Manor House Avenue, Millbrook, Southampton, Hampshire, SO15 0LF.
- 2.9 **"Self Storage"** means a right for the Customer to use an area on WST's land for storing cargo or other goods under the Customer's own control and management, as further described in clause 5.3,
- 2.10 **"Services"** means any services provided by WST, including road haulage, warehousing, Self Storage, cargo handling services, craneage, trailer hire and abnormal load movements.
- 2.11 All words in the singular shall where the context so admits be deemed to have also the plural meaning and vice versa.
- 2.12 Where there are two or more persons who are procuring Services under the Contract with WST their liabilities hereunder shall be joint and several.
- 2.13 In the event of any conflict between the Conditions and the Order Form, the Conditions shall prevail, unless the conflicting provision in the Order Form expressly states that it is intended to override these Conditions and is signed by a director of WST.

3 ROAD HAULAGE

- 3.1 This clause 3 applies to any Services consisting of the provision of road haulage. Such Services shall be governed by:
- 3.1.1 the Order Form;
- 3.1.2 the RHA Terms (in which references to the Carrier shall be references to WST); and
- 3.1.3 this clause 3 and any other provision within these Conditions stated to apply to such Services.

3.2 A copy of the RHA Terms is annexed to these Conditions. In the event of any conflict between these Conditions and the RHA Terms then, unless otherwise stated in these Conditions, these Conditions shall prevail.

3.3 Where applicable, the Convention for the International Carriage of Goods by Road (“**CMR**”) may also apply to the provision of road haulage Services by operation of law.

4 WAREHOUSING

4.1 This clause 4 applies to any Services consisting of the provision of warehousing of goods or the provision of open storage of goods under the control of WST. Such Services shall be governed by:

4.1.1 the Order Form;

4.1.2 the RHA Warehousing Terms (in which references to the Contractor shall be references to WST); and

4.1.3 this clause 4 and any other provision within these Conditions stated to apply to such Services.

4.2 A copy of the RHA Warehousing Terms is annexed to these Conditions. In the event of any conflict between these Conditions and the RHA Warehousing Terms then, unless otherwise stated in these Conditions, these Conditions shall prevail.

4.3 WST may require full settlement of invoices prior to the removal of the Customer's goods from storage, irrespective of any payment terms in place.

5 SELF STORAGE

5.1 This clause 5 applies to any Services consisting of Self Storage. Such Services shall be governed by:

5.1.1 the Order Form;

5.1.2 the RHA Warehousing Terms; and

5.1.3 this clause 5 and any other provision within these Conditions stated to apply to such Services.

5.2 A copy of the RHA Warehousing Terms is annexed to these Conditions. In the event of any conflict between these Conditions and the RHA Warehousing Terms then, unless otherwise stated in these Conditions, these Conditions shall prevail.

5.3 The purchase of Self Storage shall confer a licence on the Customer to access and use a designated area of WST's land for the purposes of storing cargo or other goods under the Customer's own control and management.

5.4 The Order Form shall specify:

5.4.1 the location for the Self Storage area

5.4.2 the size of the area that the Customer may use; and

5.4.3 the nature and type of goods to be stored which must be approved by WST prior to being stored.

Unless otherwise stated on the Order Form, a confirmation of booking does not entitle the Customer to any particular space at the Self Storage site and the Company reserves the right to relocate the Customer's goods within the Self Storage site to ensure an efficient use of space.

5.5 Unless otherwise stated on the Order Form, the Self Storage site will be open air and the Customer shall be responsible for any weatherproofing required.

5.6 The Customer may access the Self Storage area and your goods only during working hours, as specified in Condition 11.1 below.

- 5.7 Self Storage is not a warehousing Service and WST has no obligation to monitor items in storage or to report to the Customer on any items that may be missing. Every effort is made by means of trained staff, security barriers, security fences and security cameras to make the Self Storage areas secure. However, parts of these areas may be accessible by the public and, whilst staff have instructions to remove anyone not authorised to be on the premises, WST cannot guarantee the security of your goods nor your personal safety in the Self Storage areas. The Customer's goods are not insured by WST whilst in any Self Storage area and the Customer must arrange their own insurance against the risk of theft or damage. WST accepts no liability for damage to goods in Self Storage unless caused by its negligence, in which case its liability shall be limited in accordance with the RHA Warehousing Terms and Condition 13.
- 5.8 Every person who enters into a contract with WST for the storage of goods in WST's Self Storage areas, does so on behalf of themselves and all other persons having any proprietary, possessory or other financial or material interest in the goods.
- 5.9 The Customer shall comply with any rules and regulations notified to you in relation to health and safety and the use of the Self Storage site notified to you by WST from time to time.

6 ABNORMAL LOAD MOVEMENTS

- 6.1 This clause 6 applies to any Services consisting of the transportation of abnormal loads (in addition to any to any other terms herein that may apply to such Services).
- 6.2 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 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 of consignments submitted for carriage as either oversized or over weight are correct and indivisible.
- 6.3 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 relevant police forces.
- 6.4 Department of Transport VR1 authorisation is required for loads between 5.00m and 6.10m in width. Unless otherwise agreed, the Customer shall obtain the required authorisation and furnish it to WST in advance of the work being carried out. If the Customer requests that WST obtain the necessary authorisation, WST will do so at cost plus a 15% administration charge.
- 6.5 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.
- 6.6 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.
- 6.7 Delays incurred due to the non-availability of police / private escorts (if applicable) will be charged at the demurrage rate specified on the Order Form after 1 hour. If no rate is specified on the Order Form, the demurrage rate shall be WST's current demurrage rates, which are available on request.

7 SUPPLY OF CRANEAGE (INCLUDING MOBILE OR LORRY LOADER)

- 7.1 This clause 7 applies to any Services consisting of the hire of cranes, including lorry mounted cranes, with or without a driver. It does not apply to lifting services provided as part of a delivery (to which clause 3 applies). Such Services shall be governed by:
- 7.1.1 the Order Form;
- 7.1.2 the CPA Terms in which references to the Owner shall be references to WST and references to the Hirer shall be references to the Customer; and

- 7.1.3 this clause 7 and any other provision within these Conditions stated to apply to such Services.
- 7.2 A copy of the CPA Terms is annexed to these Conditions. In the event of any conflict between these Conditions and the CPA Terms then, unless otherwise stated in these Conditions, these Conditions shall prevail.
- 7.3 Clause 35 of the CPA Terms shall not apply.
- 7.4 Unless stated otherwise, WST's quotation does not include the cost of a site inspection or a lift plan and has not been prepared based upon such an inspection and the cost of conducting a survey, if required, will be charged as an extra.
- 7.5 In order to ensure their safety, WST requires that in certain cases cranes are not operated by its drivers without the presence another person in the vicinity. Unless otherwise stated on the Order Form, 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.
- 7.6 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 used 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 current demurrage rates after one hour of requesting for the specialist lifting equipment) and / or aborted / cancellation of instructions would be for the Customer's account. If no demurrage rate is specified on the Order Form, the demurrage rate shall be WST's current demurrage rates, which are available on request.
- 7.7 WST will contract out mobile craneage Services to a third mobile crane supplier. The Customer shall comply with any additional requirements in the terms and conditions of the third party supplier. 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 TRAILER HIRE

- 8.1 This clause 8 applies to any Services consisting of HGV trailer hire. Such Services (including where they form only a part of the Services listed on the Order Form) shall be governed by:
- 8.1.1 the Order Form;
- 8.1.2 the CPA Terms ; and
- 8.1.3 the trailer condition report agreed between WST and the Customer following the on hire survey at the start of the hire period if applicable.
- 8.1.4 this clause 8 and any other provision within these Conditions stated to apply to such Services.
- 8.2 A copy of the CPA Terms is annexed to these Conditions. In the event of any conflict between these Conditions and the CPA Terms then, unless otherwise stated in these Conditions, these Conditions shall prevail.
- 8.3 Clauses 16 and 35 of the CPA Terms shall not apply.

9 CARGO HANDLING

- 9.1 This clause 9 applies to any Services consisting of cargo handling. In addition to this clause 9:
- 9.1.1 All cargo handling is subject to the RHA Warehousing Terms; and
- 9.1.2 All transport carried out in conjunction with cargo handling is subject to the RHA Terms.

- 9.2 The Customer warrants that the goods delivered for handling 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.
- 9.3 Unless otherwise agreed in the Order Form, goods supplied for handling must be packed in cases or crates by the Customer. Where WST is required to remove goods from a container, the Customer must ensure that goods are packed in such a way as to allow for easy removal from the container by WST. The Customer warrants that all packed goods supplied for handling have been packed satisfactorily and that where such goods are supplied in cases or crates such cases or crates are structurally suitable and secure for the type and weight of the goods and the crates or cases have sufficient structural integrity to tolerate the handling equipment and have been suitably weatherproofed during any external operation. It is the Customer's responsibility to ensure that goods provided to WST for Services 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. WST's operators will secure goods to the vehicle/platform using various securing equipment which the operator 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.
- 9.4 The Customer must give WST any special instructions that it needs to carry out the cargo handling Services (including in relation to lashing and sheeting) without damaging the cargo or exposing it to the risk of damage in transit.
- 9.5 WST shall not be liable for any damage to cargo caused by the Customer's failure to comply with Conditions 9.2 to 9.4.
- 9.6 The Customer must give WST any special instructions required to comply with applicable regulations, such as requirements to use treated timber and any decontamination requirements due to the origin of the cargo being handling. Without limitation to the generality of the foregoing, 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.
- 9.7 WST may use dunnage in the packing of the goods which may alter the packed dimensions.
- 9.8 To the extent that goods supplied for handling are stored by WST prior to shipment or collection, Condition 4 shall apply during the period of storage.
- 9.9 If WST either:
- 9.9.1 fails to collect all cargo that it is required to collect from the quay or other collection point, or,
- 9.9.2 having unpacked cargo, fails to return all containers that it is required to return to the shipping line on time;
- then the Customer shall inform WST as soon as it becomes aware of such failure and by no later than three days after the date on which the cargo should have been collected or the containers should have been returned (as applicable).
- 9.10 If the Customer's does not inform WST of its failure to collect/return within the 3-day period specified in clause 9.9, WST shall not be liable for any resulting demurrage charges imposed on the Customer or other loss, liability or expense incurred by the Customer after that period (unless, having subsequently been so notified, WST then fails promptly to collect the cargo / return the container(s) (as applicable)).
- 9.11 The Customer shall indemnify WST against any loss, liability or cost resulting from the late issue of release references, instructions or documentation, or the issue of incorrect release references, instructions or documentation relating to cargo to be handled by WST.

- 9.12 If, at any time prior to or during cargo operations, WST reasonably determines that the environment for the operation is unsafe then WST reserves the right to suspend operations immediately. Such unsafe conditions include: unsafe working environments, incorrect or unavailable tools/equipment, incompatible equipment configurations and bad weather.

10 ALL SERVICES INVOLVING TRANSPORT (INCLUDING CRANEAGE)

- 10.1 The provisions of this clause 10 apply to any Services consisting of road haulage, abnormal load movements and crane hire.
- 10.2 WST, the Customer or any authority notified about the proposed movement may require a route and/or site survey. Unless stated otherwise, WST's quotation does not include the cost of a route or site inspection and has not been prepared based upon such an inspection and the cost of conducting a survey will be charged as an extra. If the Customer refuses to pay the additional survey costs, WST may cancel the Contract.
- 10.3 Whether or not a route and/or site survey has been carried out, the Customer undertakes to inform WST of any factors likely to cause a delay or prevent delivery of any loads to be delivered under a Contract, to the extent that the Customer is aware of or ought reasonably to have been aware of such factors. Such factors might include, without limitation, local road closures, local flooding or soft ground conditions, localised snow or icy conditions which it is not reasonable for WST to be aware of but which the Customer ought reasonably to be aware of. The Customer shall be responsible for any aborted delivery charges and delays arising as a result of its failure to inform WST of such factors.
- 10.4 The Customer warrants that the weights and dimensions of any cargo to be transported by WST under a Contract are accurate. The Customer shall be responsible for any aborted journeys or other costs incurred as a result of the information provided by the Customer being inaccurate.
- 10.5 The Customer must supply suitable access / egress and good hard standing for loading / unloading of goods / craneage. 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 / craneage to the required point.
- 10.6 Loading / unloading is to be arranged by the Customer unless otherwise agreed in the Order Form.
- 10.7 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.
- 10.8 Two hours loading / unloading time is permitted per vehicle. Thereafter, WST shall be entitled to charge the Customer demurrage calculated at WST's current hourly rates for demurrage. If no rate is specified on the Order Form, the demurrage rate shall be WST's current demurrage rates, which are available on request.
- 10.9 If, at any time prior to or during transport operations, WST reasonably determines that the environment for the operation is unsafe the WST reserve the right to suspend operations immediately. Such unsafe conditions include: unsafe working environments, incorrect or unavailable tools/equipment, incompatible equipment configurations and bad weather.

11 WORKING HOURS AND CANCELLATIONS

- 11.1 This Condition applies to all Services.
- 11.2 WST will provide the Services during normal weekday working hours, Monday to Friday unless otherwise agreed.
- 11.3 The following cancellation/postponement charges would apply in the event of late cancellation/postponement, unless specifically agreed differently prior to order:
- 11.3.1 Less than one working days' notice: 100% of the costs of work as quoted.

- 11.3.2 More than one working day but less than two working days' notice: 50% of the costs of the work as quoted.
- 11.3.3 More than two working days but less than three working days' notice: 25% of the costs of the work as quoted.
- 11.3.4 Any costs incurred or committed to by WST relating to the order prior to cancellation will be charged to the customer irrespective of above notice periods.

12 PAYMENT

- 12.1 This Condition applies to all Services.
- 12.2 WST will invoice the Customer on acceptance of the Customer's order. Unless otherwise stated on the Order Form, all invoices shall be payable within 14 days of the date of the invoice (or sooner if required by clause 12.3). The Customer shall make no deduction of any type from such payments.
- 12.3 Unless otherwise stated on the Order Form, the Customer must pay for the Services prior to delivery or collection of any goods or equipment to be provided to, or collected by, the Customer as part of the Services.
- 12.4 In exceptional cases WST may agree to payment after delivery, in which case the Customer shall pay WST's invoice in pounds sterling (unless otherwise stated in the Order Form) within 30 days of the date of the invoice.
- 12.5 If any amount invoiced under the Contract is disputed in good faith, the Customer shall pay any undisputed amount when due, and the balance when the dispute has been resolved.
- 12.6 Time for payment shall be of the essence and failure by the Customer to pay in accordance with the provisions of this Condition shall entitle WST, without prejudice to its rights to damages, to suspend any outstanding Services or to cancel the Contract.
- 12.7 In addition to WST's rights under clause 12.6, the Customer shall be liable to pay interest (compounded monthly) on any amounts outstanding (both before and after judgment) at the rate of 4 per cent per annum above the base rate of the Bank of England for the time being in force, accruing on a daily basis until payment is made.
- 12.8 All payments payable to WST under the Contract shall become due immediately upon termination of the Contract despite any other provision.

13 LIMITATION OF LIABILITY

- 13.1 WST shall not be liable, whether in contract, negligence or otherwise, for:
 - 13.1.1 any damage to property caused by WST loading or unloading cargo or equipment at the delivery location where such loading or unloading was not previously agreed to be provided on the Order Form; or
 - 13.1.2 any damage to moveable items or equipment at the delivery site that the Customer asks WST to relocate using its delivery equipment (either in order to create space for the unloading of goods or equipment or for any other reason), unless WST agreed to carry out such relocation on the Order Form.
- 13.2 If WST agrees in the Order Form to load or unload goods or equipment, WST's liability for property damage caused in the course of loading or unloading shall be limited to the amounts set out in clause 13.3 unless the Customer have agreed a higher limit with WST specified in the Order Form. The Customer is advised to ensure that it has adequate insurance in respect of any property that may be damaged during the loading or unloading of goods or equipment at the delivery site the value of which may exceed the amount specified in Condition 13.3.
- 13.3 Except as provided in clause 13.5, the liability of WST liability arising under or in connection with the Contract shall be limited to an amount equal to the total amount payable under the

Contract or, if the Contract is for a period exceeding 12 months, the amount paid or expected to be paid in the first 12 months under the Contract.

- 13.4 Except as provided in clause 13.5 and save as otherwise provided in respect of any damage waiver provision in relation to property damage in the Order Form, WST is not liable for any representation (unless fraudulent), or any warranty (express or implied), condition or other term, or any duty at common law, or under the express terms of the Contract, for;
- 13.4.1 any loss of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings, expenses, costs or similar loss; and/ or
- 13.4.2 any indirect, special or consequential loss or damage (for loss of profit or otherwise);
- in each case whether caused by negligence, breach of contract, tort, breach of statutory duty of WST, its employees or agents or otherwise arising out of or in connection with the Contract.
- 13.5 Nothing in these Conditions will exclude or restrict the liability of WST for:
- 13.5.1 breach of the statutory warranty as to quiet possession in respect of any equipment supplied for hire during the applicable hire period;
- 13.5.2 death or personal injury caused by the negligence of WST;
- 13.5.3 WST's fraud or fraudulent misrepresentation; or
- 13.5.4 any other matter for which liability may not be excluded or limited by law.
- 13.6 If the Customer is a consumer nothing in these Conditions shall affect the Customer's statutory rights.
- 13.7 This Condition 13 applies in addition to (and not instead of) any limitation of liability provisions in the RHA Terms, the RHA Warehousing Terms and the CPA Terms (together, the "industry standard terms"). If there is any conflict between the industry standard terms and these Conditions relating to the limitation of WST's liability to the Customer, the industry standard terms shall prevail.
- 14 **GENERAL**
- 14.1 This Condition applies to all Services.
- 14.2 **Notices.** Any notice to be given by either party to the Contract to the other may be sent by first class post or email to the address of the other party appearing on the Order Form or such address as such party may from time to time have communicated to the other for such purpose and if so sent shall be deemed to be served on the day following the date of posting (or sending, in the case of emails). In proving service, it shall be sufficient to show that the letter containing the notice was properly addressed stamped and posted by first class mail.
- 14.3 **Entire Agreement.** The Contract contains the entire agreement between the parties pertaining to the provision of the Services specified in the Order Form and no agreements, representation, understandings or undertakings not contained in the Contract shall be binding upon either WST or the Customer unless reduced to writing and signed by both parties.
- 14.4 **Variation.** The terms and conditions set out in these Conditions may hereafter be modified varied or supplemented only by an instrument in writing signed by the parties hereto.
- 14.5 **Force Majeure.** WST is not liable to the Customer for any failure or delay in performance of it obligations under any Contract due to the occurrence of any event beyond the reasonable control of WST (including, without limitation, strikes or lockouts of WST's or a third party's employees,, adverse weather conditions, road traffic accidents or delays and delays by third parties), which causes WST to be unable to comply with all or a material part of its obligations under the Contract where that event does not arise from the act, omission or negligence of WST.

- 14.6 **Assignment.** WST shall at its own discretion be at liberty without giving prior notice to the Customer to assign the Contract to any third party. The Customer may not assign the Contract to a third party.
- 14.7 **Severability.** If any of the clauses in these Conditions is held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clause to the extent permitted by law.
- 14.8 **Third Parties.** Nothing in the Contract is intended to confer a benefit on any person who is not a party to the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 14.9 **Governing Law and Jurisdiction.** The Contract shall be governed by and construed in accordance with the laws of England. The English Courts shall have exclusive jurisdiction in respect of any dispute arising under or in connection with the Contract.

ANNEX

Road Haulage Association Conditions of Carriage 2020

Road Haulage Association Conditions of Storage 2009

Construction Plant Hire Association Model Conditions for the Hiring of Plant, effective July 2011