

Frost Transport Solutions Ltd

General Haulage and Palletforce Operations

Effective Date: 29th May 2024

These Terms and Conditions ("Terms") govern the use of services provided by Frost Transport Solutions Ltd ("Company"), including general haulage and operations as an operator of Palletforce. By engaging the services of the Company, the Client agrees to comply with and be bound by the following terms and conditions.

1. Definitions

1.1 "Company" refers to Frost Transport Solutions Ltd, registered in United Kingdom with its registered office at Mill Cottage, Colston Lane, Harby, LE14 4BE.

1.2 "Client" refers to any individual, firm, or company engaging the services of the Company.

1.3 "Services" refer to all general haulage and logistics services provided by the Company, including those offered under the Palletforce network.

1.4 "Goods" refers to the items transported or handled by the Company on behalf of the Client.

2. Services

2.1 The Company agrees to provide transportation and logistics services as requested by the Client and accepted by the Company.

2.2 The scope of services includes general haulage, operations within the Palletforce network and any mechanical services.

3. Payment Terms

3.1 All fees and charges for services provided by the Company shall be agreed upon in writing prior to the commencement of services.

3.2 Payment terms are net 30 days from the date of the invoice unless otherwise agreed in writing.

3.3 Late payments may incur interest at the rate of 3% plus Bank of England base rate, calculated daily.

4. Liability and Insurance

4.1 The Company shall take all reasonable precautions to safeguard the Client's Goods while in transit or storage.

4.2 The Company's liability for any loss or damage to the Goods, except where the Client uses the Palletforce service, shall be limited to the value of the Goods or the cost of repair or replacement, whichever is lower.

4.3 When using the Palletforce service, any insurance claims for loss or damage to the Goods will be paid at cost price. The Company's liability is limited to the cost price of the Goods only and does not include any profit margin, consequential losses, or other indirect damages.

4.4 The Company shall not be liable for any loss or damage caused by delay or failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, strikes, or governmental restrictions.

5. Claims

5.1 All claims for loss or damage to Goods must be submitted in writing to the Company within 24 hours of delivery or, in the case of non-delivery, within 24 hours from the scheduled delivery date.

5.2 Claims must include full details of the Goods, the nature and extent of the damage or loss, and the cost price of the Goods claimed.

5.3 The Company reserves the right to inspect any damaged Goods before settling any claim.

6. Termination

6.1 Either party may terminate the service agreement by providing 30 days written notice to the other party.

6.2 The Company may terminate the agreement with immediate effect if the Client fails to make payments when due or otherwise breaches any material term of these Terms.

7. Demurrage

7.1 Definition and Application Demurrage refers to the charges incurred by the Client for the extended use of the Company's transportation equipment and services beyond the agreed period. This applies specifically to situations where the Company's driver and vehicle are detained on site beyond the initial allotted time for loading or unloading.

7.2 Initial Free Period The Company allows for a grace period of one (1) hour for loading or unloading activities at the Client's site. This period commences from the time the Company's driver reports their arrival on site.

7.3 Charges for Demurrage If the loading or unloading process extends beyond the initial one (1) hour period, demurrage charges will be incurred. The Client agrees to pay

demurrage charges at a rate of £40 per hour, or part thereof, for every hour the Company's driver is detained on site beyond the initial free period.

7.4 Billing and Payment Payment for demurrage charges is due within the standard payment terms outlined in section 3.2 of these Terms and Conditions.

7.5 Responsibilities of the Client The Client is responsible for ensuring that the loading or unloading process is conducted within the initial free period. Any delays caused by the Client, or their representatives will result in the application of demurrage charges as specified.

7.6 Exceptions The Company reserves the right to waive demurrage charges in exceptional circumstances, which will be assessed on a case-by-case basis. Any waiver of charges must be confirmed in writing by the Company.

8. Governing Law

8.1 These Terms shall be governed by and construed in accordance with the English courts.

8.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of United Kingdom.

9. Miscellaneous

9.1 These Terms constitute the entire agreement between the Company and the Client and supersede all prior agreements and understandings, whether written or oral.

9.2 If any provision of these Terms is found to be unenforceable or invalid, such provision shall be severed from the remaining Terms, which shall continue to be valid and enforceable.

9.3 The Company reserves the right to modify these Terms at any time. The Client will be notified of any changes in writing, and continued use of the Company's services will constitute acceptance of the revised Terms.

10. Contact Information

For any questions or concerns regarding these Terms, please contact: Christopher Frost.

Frost Transport Solutions Ltd

By engaging Frost Transport Solutions Ltd for haulage and logistics services, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.

Signature: _____

Name: _____

Title: _____

Date: _____