

STANDARD TERMS & CONDITIONS OF TRADING

The Customer's attention is particularly drawn to the Clauses hereof which exclude or limit the Company's liability and those which require the Customer to notify and/or indemnify the Company in certain circumstances.

1. DEFINITIONS AND APPLICATION

In the Conditions:-

"Application" means the Customer Application Form as completed by the Company and the Customer.

"Company" means Cyclone Couriers Limited having its registered office at 6 Upper Stephens Street, Dublin 8 (or any other member of the Cyclone Couriers group of companies carrying an alternative business name, to include Recyclone)

"Conditions" means these Terms and Conditions together with the Application

"Customer" means any person at whose request or on whose behalf the Company undertakes any business

"Goods" means tangible goods in bulk or contained in one parcel, package or container, as the case may be, or any number of separate parcels, packages or containers sent at anyone time in one load by or for the Customer from one address to another address. "Person" means persons or any Body or Bodies Corporate

(a) Subject to sub-paragraphs (b) and (c) below all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to the Conditions.

(b) If any legislation is compulsorily applicable to any business undertaken pursuant to the Conditions, the

Conditions shall, as regards such business, be read subject to such legislation and nothing in the

Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase in its responsibilities or liabilities under such legislation and if any part of the Conditions is deemed to be repugnant to such legislation the Conditions shall be read, where possible, as if the repugnant part of the Conditions did not exist.

(c) Any amendment to the Conditions which is agreed between the Company and the Customer shall be effective only if clearly indicated on the Conditions in writing and initialled by an authorised representative of both the Company and the Customer.

2. THE COMPANY

The Customer acknowledges that

The Company shall be entitled to perform its obligations herein by itself or by its parent subsidiary or associated Companies. In the absence of agreement to the contrary any agreement to which the

Conditions apply is made by the Company on its own behalf and also as agent for and on behalf of any such parent subsidiary or associated company, and any such company shall be entitled to the benefit of these Terms and Conditions.

(a) The Company and any other contractor employed by the Company may employ the services of any other carrier or contractor for the purposes of fulfilling a delivery of Goods in whole or in part and the name of any other such carrier or contractor will be provided to the Customer on request.

(b) The Company contracts with the Customer as agent of and trustee for its servants and agents and all other contractors and carriers referred to in 2(b) above and every reference to the Company in the Conditions shall be deemed to include every other such carrier, contractor, servant or agent with the intention that they shall have the benefit of the Conditions and collectively and together with the Company be under no greater liability to the Customer or any other party than is the Company hereunder.

(c) The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, transportation and storage of any Goods.

(d) Notwithstanding the above provisions the carriage of Goods by rail, sea, inland waterway or air is arranged by the Company as agent of the Customer and shall be subject to the Conditions of carriage of the rail, shipping, inland waterway or air carrier contracted to carry the Goods. The Company shall be under no liability whatsoever to whosoever and howsoever arising in respect of such carriage.

(e) In the event that the Customer suffers a loss by virtue of the act or omission of a contractor or courier engaged by the Company to deliver Goods on behalf of the Customer the Company agrees that it will make all reasonable efforts on behalf of the Customer to recover the loss suffered by the Customer from the contractor or carrier, subject always to the Conditions and to the limits on liability contained herein.

3. THE CUSTOMER

Unless the contrary is communicated to the Company in advance of any delivery of Goods on behalf of the Customer, the Customer warrants that it is the owner of the Goods and that (a) the descriptions and particulars of the Goods are full and accurate;

(b) the Goods have been properly and sufficiently prepared packed stowed labelled and/or marked and that the preparation packaging stowage labelling and/or marking are appropriate to any operations or transactions affecting the Goods and clearly take account of and identify the characteristics of the Goods such that the Company or any of its employees servants or agents can clearly recognise the nature and delicacy of the Goods;

(c) where the Goods are received from the Customer already stowed in or on a container, trailer, tanker or vessel or any other device specifically provided by the Customer for the transit of the Goods by land sea or air (each hereafter individually referred to as a transport unit), the transport unit is in good condition, and is suitable for carriage to the intended destination of the Goods loaded therein or thereon;

(a) should the Customer otherwise than under special arrangements previously made in writing with the Company deliver to the Company or cause the Company to deal with deliver or handle goods of a dangerous or damaging nature, or goods likely to harbour or encourage vermin or any other pests, or goods liable to taint any other goods, the Customer shall be liable for all loss and damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs, proceedings, expenses or other losses whatsoever arising in connection therewith, and the goods may be dealt with in such a manner as the Company or any other person in whose custody those goods may be at the relevant time shall think fit. The Customer shall save harmless and keep the Company indemnified from and against all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing all taxes, impositions, duties, levies, deposits, and outlays of whatever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the instructions of the Customer or arising from any breach by the Customer of any warranty contained in the Conditions or from the negligence of the Customer.

Without derogation from the above the Customer shall save harmless and keep the Company indemnified from any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably incurred expense or become liable to any other party.

4. PAYMENT

Payment from the Customer to the Company for services provided pursuant to the Conditions shall be made by the Customer within 30 (thirty) days of the issue of an invoice for those services such payment to be made in Euro failing which interest will become due at a rate of 1 % per completed calendar month from the date of the invoice on the outstanding sum owed to the Company and a calendar month shall be completed on the date of the month or months following the invoice date that coincide with the day of the month on which the invoice was issued.

5. LIEN

The Company shall have a general lien over the Goods and any other items held by the Company in the course of business with the Customer against the Customer for any monies due from the Customer to the Company. If such a lien is not satisfied within a reasonable time, the Company may, at its absolute discretion, sell the Goods, or any part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Goods and shall, upon accounting to the Customer for any balance remaining, be discharged from any liability whatsoever in respect of the Goods. In the event that the Customer is not the owner of the Goods and indicates in this advance of delivery/collection the Company shall be entitled to retain possession, but not dispose of, the Goods against monies due to the Company from the Customer.

6. LOADING AND UNLOADING

Unless the Company has agreed otherwise in writing with the Customer:-

(a) The Company shall not be under any obligation to provide any plant, power or labour, other than that carried out by the vehicle or vehicles required for loading or unloading the Goods.

(b) The Customer agrees that any special appliances required for loading or unloading the Goods which are not carried by the vehicle or vehicles carrying the Goods will be provided by the Customer or on the Customer's behalf.

(c) The Company will be under no liability whatsoever to the Customer for any damage whatever, howsoever caused, if the Company is instructed to load or unload goods requiring special appliances, which, in breach of sub paragraph (b) above, have not been provided by the Customer or on the Customer's behalf.

(d) The Company shall not be required to provide service beyond the usual place of collection or delivery but if any such service is requested by the Customer it shall be at the sole risk of the Customer.

(e) The Customer shall indemnify the Company against all claims and demands whatever which could not have been made if such instructions as are referred to in sub paragraph (c) and such service as referred to in sub paragraph (d) had not been provided.

7. PACKAGING

Packaging of the Goods shall be the sole responsibility of the Customer. In the event that the Goods or any part thereof consist of fragile or breakable or perishable items the packaging shall be clearly marked and labelled to so indicate and be of sufficient strength durability and quality to allow for movement in transit in the ordinary course of delivery.

8. CASH & EXCLUDED ITEMS/SUBSTANCES

The Company will not under any circumstances accept any orders for delivery of goods which include cash, bank drafts, bonds, cheques, bullion, precious stones, artwork, jewellery, valuables, antiques, human remains, livestock, plants or Dangerous Substances (as defined by reference to regulations made under the Dangerous Substances Act, 1972). If the Customer requires delivery of any of these items or substances the Company may in limited circumstances agree to deliver provided the Customer provides a written request in advance of collection and receives a written or faxed confirmation from the Company in advance of collection.

9. IMPOSSIBILITY OF PERFORMANCE

The Company shall be relieved of its obligation to perform any delivery on behalf of the Customer to the extent that such delivery is prevented by failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance, civil unrest or other cause beyond the reasonable control of the Company.

10. JURISDICTION AND APPLICABLE LAW

The Conditions and any act or contract to which they shall apply shall be governed by the laws of the Republic of Ireland and any dispute arising out of any act or contract to which the Conditions apply shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

11. LIABILITY AND INSURANCE

In the event that the Customer requires the Company to transport goods with an estimated value in excess of 65.00 Euro the Customer must notify the Company when placing the order for delivery. Upon notifying the Company the Customer will have the option to take an insurance policy to cover the value of the Goods up to a maximum value of 5,000.00 Euro, such policy to be arranged with the assistance of the

Company and any premium payable in respect of such insurance to be paid by the Customer such premium to be calculated based on 2 per cent of the actual value of the Goods (or the partial value of the

Goods where requested and advised by the Customer), such insurance to be subject to the usual exceptions and conditions attaching to insurance policies. Insofar as the Company agrees to arrange such insurance the Company acts solely as agent for the Customer using its best endeavours to arrange such insurance and does so subject to the limits of liability contained in the Conditions.

In the event that the Customer fails to notify the Company of the value of the goods being delivered by the

Company, those goods having a value in excess of 65.00 , the maximum liability of the Company to the Customer for any loss or damage suffered by the Customer shall be 65.00 Euro. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

Except under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates or times of Goods.

The Company shall not in any circumstances whatsoever be liable to the Customer or any other person for indirect or consequential loss such as (but not limited to) loss of profits, loss of market, economic loss of any kind or any other consequences of delay or deviation howsoever caused.

12. TERMINATION

In the event that either

- (a) The Customer fails to honour the credit terms contained in the Conditions as detailed in clause 4 hereof; or
- (b) The Customer does not transact business with the Company for a period of 90 consecutive days

The Company shall have the option at its absolute discretion to close any account held by the Customer and, if considered necessary, to refuse to transact further business with the Customer without the need for any written advance notification to the Customer.

13. DELIVERY REQUIREMENTS

Upon request from the Customer the Company will provide evidence of delivery where it is considered necessary. If the customer has specific requirements in this regard these must be communicated to and agreed with the Company in advance of any collection of Goods. The nature of the evidence of delivery is at the sole discretion of the Company save in cases where agreement has been reached in advance. Upon completion of delivery the liability of the Company for any loss of or damage to the Goods shall cease immediately.

14. TIME LIMIT FOR CLAIMS

Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably practicable for him to do so. In all cases the Customer is obliged to mitigate any losses suffered or alleged to be suffered by it and to maintain evidence of efforts to mitigate any such alleged losses.

15. UNDELIVERED OR UNCLAIMED GOODS

(a) In the event that Goods are undelivered for whatever reason the Company reserves the right to arrange for return of the Goods to the Customer, the cost of returning those Goods to be borne by the Customer.

(b) In the event that delivery of Goods is refused for whatever reason the Company reserves the right to dispose of those Goods after a period of 12 months has elapsed from the date upon which the delivery was refused.