

## Convelio Ltd. – Terms & Conditions for storage in the United Kingdom

### 1 Definitions

Convelio Ltd (“**Convelio**”), incorporated in England and Wales with registered number 11392892 whose registered address is at 7 Savoy Court, South Bank, London, WC2R 0EX. Convelio may be referred to as the “**Company**”, “**Warehouse**”, “**Warehouseman**”, or “**Service Provider**”.

#### In these Conditions:

- 1.1 **ACR notice** means a notice in writing in relation to the referral of a claim to mediation.
- 1.2 **Alternative Claim Resolution** means any procedure agreed by the parties for the resolution of claims and disputes other than those involving formal arbitration or litigation.
- 1.3 **CEDR** means the Centre for Effective Dispute Resolution.
- 1.4 **Conditions** means these Terms and Conditions.
- 1.5 **Contract** means the agreement between the Customer and the Company for the warehousing and/ or the storage of Goods.
- 1.6 **Confidential Information** includes any commercial information and commercial conditions incl. pricing and schemes, Company's business methods and practices, data related to Company' activity, Company's proprietary tools and software, and any other information not generally known to the public
- 1.7 **Customer** means the person (corporate or otherwise) who contracts with the Company for the warehousing and/ or storage of goods at the premises controlled by the Company.
- 1.8 **Customer's Risk** means that except as expressly stated otherwise, the Goods are held upon terms that the Company shall not be liable for any Loss of whatsoever nature and howsoever caused including in the case of negligence in relation to the Goods or as a consequence of the Goods being in the Company's possession. The Customer shall indemnify the Company against any and all claims, that may be made against the Company arising from the storage or warehousing of such Goods.
- 1.9 **Dangerous Goods** means Goods of any nature including those listed in the Approved Carriage List which represent a hazard, including without limitation radioactive material, explosives of any nature, verminous, infested, contaminated, or seized Goods.
- 1.10 **Days** means any day Monday to Friday inclusive other than a Bank or Statutory Holiday, including the day upon the Goods are delivered for storage and the day on which any claim or notice is first made.
- 1.11 **Goods** mean any article or articles or merchandise whatsoever deposited with the Company for warehousing and/ or storage including the packaging of such articles and/or merchandise and any equipment in which or upon which the Goods are stored or carried.
- 1.12 **Loss** means the actual loss (whether total or partial) of the Goods. Loss includes (without limitation) theft, destruction, damage, duties and taxes unavailability, contamination, deterioration, non/miss/unauthorised delivery, noncompliance with instructions/obligations or incorrect advice or information.
- 1.13 **Services** shall refer to any and all work performed by the Company for the Customer, including but not limited to storage, receiving, handling, packaging, releasing, condition reporting, securing, insuring, electric forklifting, renting viewing rooms and provisioning of the Inventory Management System of and for the Storage of the Goods, as well as construction and repair of crates and other storage or travel containers for the Goods.
- 1.14 **Sub-Contractor** means any person (corporate or otherwise) engaged by the Company to carry out warehousing and/or storage of Goods on its behalf.

## **2 Principal parties and Sub-Contractors**

- 2.1 The parties to the Contract shall be the Company and the Customer. The Customer contracts as the legal owner of the Goods or as the authorised agent of such legal owner in which case the Customer warrants that he has the authority to accept these Conditions on behalf of the legal owner.
- 2.2 The Customer authorises the Company to make, endorse, and sign bills of lading, waybills, warehouse receipts, and/or other necessary or required documentation in connection with the storage, transportation and/or handling of the Goods, in the name, place and stead of the Customer. Moreover, the Customer acknowledges and agrees that the Company and/or its authorised agents may subcontract the performance of Services to third parties and/or Sub-Contractors and hereby authorises the Company and/or its authorised agents to hire, retain, and/or otherwise appoint third parties and Sub-Contractors, including but not limited to domestic and international companies and/or warehousemen to perform and transact business on behalf of the Customer in the name, place and stead of the Customer. When third parties and/or Sub-Contractors physically handle the Goods or provide Services, they do so subject to the Limitations of Liability set forth herein.
- 2.3 Subject to the limitations in clause 11, the Company shall be responsible for the acts and omissions of its agents and servants and of any other persons whose services that the Company utilizes for the performance of the storage, when such agents, servants or other persons are acting within the scope of their employment, as if such acts or omissions were that of the Company.

## **3 Price calculation**

- 3.1 The price of the Services quoted by the Company is shown exclusive of taxes. Any VAT that may be due is added to the price by the Company, according to the rate applicable on the day of invoicing.
- 3.2 Unless otherwise indicated by the Company when confirming the Contract, the quoted price does not include the duties, fees and taxes due under any legislation, and does not include any ancillary Services unless specified explicitly. Ancillary Services are all those Services defined as, but not limited to, reception, packing, handling, releasing, electric forklifting and condition reporting, except for storage services which shall be deemed the primary Service. In the event that the Company incurs any additional costs as a result of any changes in legislation, applicable regulations or as a result of any actions by any government or other body, or for any changes or additional requests for and requirements to conduct Storage and Ancillary Services then such costs shall be charged to the Customer.
- 3.3 Unless otherwise specified, the quote is exclusive of the provision of the Inventory Management System which will be subject to a separate contractual agreement between the Customer and the Company.
- 3.4 The Customer shall be liable to the Company, and the Company shall be entitled to invoice the Customer, for any additional costs incurred due to any changes to the Services agreed during quoting or during the exercise of Storage services between the Company and the Customer, either at the request of the Customer or for reasons outside the Company's control or made in the interest of the Goods.
- 3.5 The Customer shall be liable to the Company, and the Company shall be entitled to invoice the Customer, for any additional charges incurred, including (without limitation) due to:
  - Inaccuracy of the dimensions and/or weights supplied regarding the Goods and/or their packaging;
  - Wrong and/or vague information regarding the condition of the Goods which will require the conduct and

provision of a condition report;

- Any inadequate packaging or securing of the Goods;
- All duties and taxes that the Company may be required to pay in respect of the Goods;
- Ancillary Services or actions taken which are necessary for the lawful and/or safe provision of the quoted Services;
- Any event that was unforeseeable at the time of entering into the Contract, such as a strike, border closures or restrictions on travel and/or transport.

#### **4 Insurance**

- 4.1 The Customer shall be responsible for ensuring the Goods are adequately insured either by subscribing to an insurance themselves or by insuring the Goods using the Company's insurance as per clause 4.2 hereafter.
- 4.2 The Company may suggest and the Customer may purchase, from an insurance company, insurance against damage or theft, covering the Goods for the duration of the Services up to the value declared by the Customer. Where such insurance is purchased, the terms of cover are set out in the insurance policy issued by the insurer. The Company accepts no liability whatsoever to the Customer or any other third party in respect of such insurance cover.
- 4.3 The Customer shall fully indemnify and hold the Company harmless in the event of any claim against the Company by any third party under or related to any such insurance cover.
- 4.4 The Company may provide the insurance certificate and policy details upon request, this is without prejudice to the other provisions in this clause 4 and shall not render the Company liable in any way whatsoever in respect of any insurance cover.

#### **5 Loading and unloading**

- 5.1 The Company shall be responsible for providing and safely operating any equipment that may be required for loading the Goods on or unloading the Goods from the vehicle unless arrangements to the contrary are agreed in writing between the Company and the Customer prior to despatch and these Conditions shall apply during such loading and/or unloading. The Company's personnel shall be deemed to be under the Customer's instruction and control, and the Customer accepts full liability for the acts of such personnel during that period except for any acts of gross negligence.
- 5.2 The carriage of any Goods from the premises of the Customer or from the premises of any third party to the Company's warehouse shall not be subject to these conditions but will be subject to the Company's Terms & Conditions of Carriage if the Company is responsible for the Delivery, or by the Conditions of Carriage of any third party nominated by the Customer where the Company agrees to undertake such loading.
- 5.3 The Customer must make the Goods readily accessible on its vehicle or those of any third-party vehicle they choose to work with for the purpose of unloading the Goods into the Company's warehouse. The Company will not be liable for any Goods on the vehicles other than the Goods to be warehoused by the Company.

- 5.4 The Customer will endeavour to make the Goods reasonably accessible on the vehicle or those of any third-party vehicle they choose to work with at the place designated for delivery. The Company shall make available to the Customer upon request details of any risk assessments which may have been carried out at the Company's premises. The Customer shall make available to the Company details of any risk assessments which may have been carried out in respect of the loading of the Goods. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Company.
- 5.5 It shall be the Customer's responsibility to inform the Company of any special equipment that may be required for the loading/unloading of Goods into the warehouse and should that special equipment be provided by the Customer, the Customer shall indemnify the Company against any loss, claims or damages sustained by the Company, its servants, agents or third party as a result of any defect in such special equipment.
- 5.6 Where specialist equipment is required, such equipment must be 'fit for purpose' and any statutory test certificates must be made available for inspection upon request.

## **6 Dangerous Goods**

- 6.1 The Customer agrees that he will not submit to the Company for warehousing or storage any Dangerous Goods, unless the Customer first gives to the Company, in writing, full details of the Goods and obtains the written agreement of the Company to the storage of such Dangerous Goods.
- 6.2 The Customer will retain responsibility for and will indemnify the Company against any and all loss, damage and claims which may be sustained by the Company, made upon the Company or for which the Company may become liable as a result of the storage or warehousing of any Dangerous Goods whether or not the Customer has properly notified the Company of such Dangerous Goods. This includes but is not limited to, injuries to third parties or loss of or damage to property or any government fines or penalties, attributable to the Dangerous Goods including any claims which may be made upon the Company by its own servants, agents or Sub-contractors.
- 6.3 The Customer agrees that when submitting Dangerous Goods for warehousing or storage, the Customer will:
- In addition to the notice provided in sub clause 6.1 hereof provide to the Company at the time of submitting the Dangerous Goods for storage a written declaration stating the nature of the Goods and the nature of any danger, infestation, contamination or any reason for seizure of the Goods and
  - Ensure that the Goods have been packaged safely for warehousing or storage in accordance with any statutory regulations in force at the time when the Goods are submitted for warehousing or storage and any special packaging requirements stipulated by the Company or if no such regulations are in force or stipulations made, with the general regulations for packaging, labelling and loading of Dangerous Goods as defined in clause 1.8 or any amendment or modification of such agreement
  - Ensure that at any time whilst the Goods are warehoused or stored the Goods shall not be deemed as waste as defined in the Environmental Protection Act 1990.
- 6.4 Failure by the Customer to comply with the above provisions shall entitle the Company at its sole discretion to decline liability in the respect of all damage of whatsoever nature sustained to the Goods, however that damage may have been caused notwithstanding any other provision within these Conditions under which the Company might otherwise be liable.
- 6.5 The Customer shall be liable to the Company and indemnify the Company for and against any claims made against the Company by third parties and against any expenses which may be incurred by the

Company in complying with any statutory or any other regulations, directions or notices made by a competent authority requiring the movement, treatment, removal or destruction of dangerous, verminous, infested, contaminated or seized Goods or the packaging in which they are contained and of the cost of any treatment of the Company's premises occasioned as a result of the presence of such Goods which expenses shall be paid by the Customer to the Company forthwith upon demand.

- 6.6 Should at any time the Company form the opinion that any Dangerous Goods become unsuitable for warehousing, the Customer agrees that the Company shall be entitled to require that the Customer removes the Goods immediately and in the event of the Goods not being removed to dispose of the Goods in such a manner as the Company shall at its sole discretion decide, and the Company shall be entitled to invoice the Customer for the cost of such removal.

## **7 Goods notes/receipts**

- 7.1 The Company shall, if requested, sign a document acknowledging receipt for the Goods to be warehoused or stored, noting the quantity, weight and description of the Goods, to the extent this can be determined, by visual inspection. Such receipt shall not be evidence as to accuracy of the condition, weight, quantity nor nature of the Goods at the time the receipt document is signed by the Company and/or its agents and/or its servants. The burden of proof in the event of dispute is with the Customer.
- 7.2 Should the Company agree to collect or deliver the Goods from or to the Customer's premises or from and to any other premises which shall have been agreed to between the Company and the Customer then such collection and/or delivery shall be carried out by the Company only under its Conditions of Carriage and not subject to these Conditions if the Company is responsible for the Delivery, or by the Conditions of Carriage of any third party nominated by the Customer where the Company agrees to undertake such loading.
- 7.3 The Customer or the third-party appointed by the Customer shall upon delivery of Goods from the Company's warehouse or store, sign a receipt for all Goods in respect of which delivery is taken.

## **8 Company's responsibility and limits of liability.**

- 8.1 Goods are accepted by the Company for warehousing or storage at the Customer's Risk. Subject only to clause 8.2 below, the Company excludes all liability whatsoever and howsoever arising in respect of the Goods for any Loss suffered.
- 8.2 If and to the extent that Loss is directly caused by wilful act of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors) and subject to clause 8.3 and 8.4, the Company will accept liability for Loss up to the limit fixed by clause 11.
- 8.3 In no case whatsoever (including without limitation a case within clause 8.2 above) shall the Company be liable for any loss of profit or income or indirect or consequential Loss of any kind.
- 8.4 In no case whatsoever (including without limitation a case within clause 8.2 above) shall the Company be liable for any loss if the Company has not run a Condition Check report prior to accepting the Contract unless the packaging is run by its subsidiary Convelio Fine Art Ltd.
- 8.5 The Company shall not be liable for any Claim unless the Customer has complied with the notification of claim requirements set out in clause 13 below.

- 8.6 The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Customer's warranties and undertakings.
- 8.7 Subject to the provisions of this clause 8 the Company's responsibility for the Goods shall commence when the Company, its agents, its servants or Sub-Contractors takes physical control of the Goods or when the Goods are loaded into the warehouse where the Company agrees to undertake such loading; and shall end when the Customer or his servant or agent takes physical control of the Goods or when the Goods are loaded onto any vehicle for delivery to the Customer under the responsibility of the Company or of any third party nominated by the Customer where the Company agrees to undertake such loading. Where the Company has agreed to deliver the Goods, such delivery shall be undertaken subject to the Company's Conditions of Carriage.
- 8.8 At any time during the term of the Contract the Customer may request or the Company may recommend variations to the Service and/or variations to any other matters covered by the Contract. The Company shall investigate the likely impact of any such requested or recommended variations upon the Service, the charge for the Service and other aspects of the Contract and shall report promptly to the Customer. Neither party shall be obliged to agree to any requested or recommended variation but neither party shall withhold or delay its agreement unreasonably. Until such time as any variation to the Contract has been mutually agreed in writing, the parties shall continue to perform their respective obligations without taking account of the requested or recommended variation.

## **9 Payment terms, responsibilities and indemnities of the Customer**

- 9.1 The Customer shall be liable to the Company for payment for all charges in relation to the Services in accordance with the contained herein and/or the terms of the relevant invoice.
- 9.2 Notwithstanding any claim which the Customer may have against the Company, the Company's charges for warehousing and storage and any other Services incidental to the warehousing or storage chargeable under the Contract shall be payable by the Customer within the timeframe communicated by the Company prior to the Contract being entered into, and in the event that no timeframe is communicated, then the charges shall be payable within 15 days of the date of the invoice unless otherwise agreed in writing. Should the charges not be paid within such a period, then the Company shall be entitled to interest at the rate of 8 per cent above the base rate of the Bank of England prevailing at the date of invoice, calculated on a daily basis from the date when the sum became due to the date of actual payment, whether before or after any judgment, as well as a fixed sum for recovery costs in the amount of £40 to £100 depending on the amount of the debt. Should several invoices be outstanding, the payment of any part of the sums due will be allocated first to the oldest outstanding invoice.
- 9.3 Any charges relating to the storage or warehousing of Goods shall if so required by the Company be paid prior to the removal of the Goods from the warehouse. In accordance with clause 14 below, the Company shall have on the Goods a particular lien, as well as a general lien entitling it to retain the Goods as security for payment of all sums claimed by the Company from the Customer on any account (relating to the Goods or not). Storage charges shall continue to accrue on any goods detained under lien.
- 9.4 Without prejudice to the generality of clause 9.2, the Company's charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off.
- 9.5 In the event of cancellation by the Customer, the Company shall reimburse the Customer and/or retain a cancellation charge at the Company's discretion.
- 9.6 Upon mutually agreeing on a specific date with the Company and providing prior written notice to the



Company, the Customer or any persons authorized in writing by the Customer shall be permitted to enter the Company's premises solely for the purpose of inspecting the Customer's Goods. Such inspections will only take place during normal working hours.

- 9.7 Company's responsibilities and liabilities are set out in these Conditions and the Customer agrees to indemnify the Company against all claims, costs and demands of whatsoever nature and by whoever made and however arising in excess of the liabilities set out in these Conditions.
- 9.8 Subject to clause 8.4, in the absence of any written notice to the contrary given to the Company before the Goods are submitted for storage or warehousing, the Customer warrants that all Goods are securely and properly packed in compliance with any statutory regulations or official or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise.
- 9.9 The Customer warrants that the Customer's declaration as to the weight, volume and description of the Goods or any part thereof is accurate and agrees to indemnify the Company against all claims, demands, costs or expenses of whatsoever nature and by whoever made which may arise as a result of any breach of such warranty and agrees to pay all charges for the warehousing of the additional Goods which are subject of any under-declaration.
- 9.10 Should the Customer obtain the authority of the Company to inspect his Goods in the warehouse pursuant to the clause 9.6, the Customer agrees that he will indemnify the Company against any loss or damage occasioned to the Goods and/or the Company and/or any third party or the Goods of any third party as a result of any action or inaction of the Customer or anyone authorised by him as a consequence or in the course of such inspection.
- 9.11 The Customer shall indemnify the Company in respect of any loss, damage or injury sustained by the Company, its servants, agents or any third party arising directly or indirectly from the presence on the Company's premises of any vehicle/trailer/specialist equipment operated or directed by the Customer on the Company's premises.

## **10 Customs representation authorisation**

- 10.1 The Company and Sub Contractors shall be authorised by the Customer to act as their Direct Customs Agent with H.M. Revenue and Customs ("HMRC") as defined by the Taxation (Cross Border Trade) Act 2018, Clause 21.1(a), or as amended; and the Company and Sub Contractors shall be deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer as their "Direct Agent". This authorisation takes effect from the acceptance of these General Terms and Conditions and applies whenever the Services include customs operations. It shall remain valid until terminated by either party by registered letter with acknowledgement of receipt sent to the registered office of the other party. Termination shall be effective on the date of receipt of the said registered letter.
- 10.2 The Customer expressly authorises the Company to subcontract the performance of these customs operations.
- 10.3 If there is no information to the contrary, the Company shall consider that the Goods are not subject to any import, export or transit restrictions. The Customer undertakes to provide the Company, as soon as possible and in writing, with any financial information that may affect the customs value of the Goods. The Customer remains the sole and only debtor of the customs debt that may result from customs clearance operations, even if the Company pays it before requesting reimbursement.

- 10.4 Without prejudice to the generality of the above, the Company reserves the right to refuse to carry out the formalities defined by this authorisation, in particular in the event of doubt as to compliance with the applicable regulations. In relation to the completion of customs operations, the Company is only required to ensure that the documents are complete and appear to be consistent.
- 10.5 The Customer shall indemnify and hold harmless the Company for any and all claims, expenses, losses, penalties, government fines and damages, including reasonable legal fees, arising from or in connection with any incorrect information the Customer provides in relation to customs clearance. An example of this could include, but is not limited to: stating the country of origin incorrectly, stating any incorrect values or not declaring the need for an export license.

## **11 Liability for Loss, damage or delay**

- 11.1 Subject to these Conditions, the Company shall only be liable for Loss of or damage to the Goods occurring whilst the Company has responsibility for the Goods in accordance with clause 8 above.
- 11.2 The Company's liability is restricted to the financial limits imposed under this clause 11 of these Conditions unless otherwise agreed in writing between the contracting parties prior to the transit commencing.
- 11.3 The Company shall not be liable for any loss or damage occasioned to the Goods of suffered by the Customer arising from the following:
- Storm, tempest, lightening, flood or any other acts of God
  - Fire or explosion
  - Any consequence of war, acts of foreign power or terrorism, requisition or destruction of or damage to property by or under the Order of any government, public or local authority
  - Theft or any act done with malicious intent
  - Seizure or forfeiture of the Goods under legal process
  - Any error, act, omission, misstatement or mis- presentation by the Customer, its servants or agents or principals
  - Latent or inherent defect vice or natural deterioration of the Goods or any loss due to wastage in bulk or weight
  - Insufficient or improper packaging, unless the Company is contracted to carry out such service
  - Insufficient or improper labelling or addressing unless the Company is contracted to carry out such service
  - Any strike, lockout generally or partial stoppage or restraint of labour from whatsoever cause and whether or not the same shall have received official recognition from a trade union
  - Defect of any equipment supplied by the Customer either for the unloading, loading of the Goods or for containing such Goods
- 11.4 The Company has no knowledge of the value of any Goods stored and shall only be liable to make any settlement or payment or proportionate payment upon the Customer providing satisfactory proof of the value of the complete Goods or of any part claimed to have been lost or damaged.
- 11.5 Where Goods are submitted for warehousing or storage as damaged Goods, not properly protected by



packaging, or where the Customer doesn't request from the Company at his expense a Condition Check Report in accordance to clause 8.4, the Company shall not be liable at all for loss or damage to the Goods under these conditions except upon proof by the Customer that such loss was caused by the wilful misconduct by the Company.

- 11.6 The liability, if any, of the Company (including inter alia a case within clause 8.2 above) in respect of loss, damage or total destruction of any Goods stored shall be limited to:
- a Where all of the Goods are lost or damaged, to the maximum rate of £100.00 per tonne of the gross weight of the Goods as stated on the note as referred to in clause 7, or £500.00 in total, or the actual value of the Goods whichever is the lesser but not exceeding the actual value of the Goods.
  - b Where some or part of the Goods stored are lost or damaged to such actual proportion by weight that the lost or damaged Goods bear to the whole at the said maximum value of £100.00 per tonne the part of the Goods lost or damaged whichever is lesser.
  - c For the purpose of this Condition the value referred to is the valuation of the Goods at the time they are accepted for storage.
  - d When calculating the value of the Goods in determining the liability of the Company, there shall be disregarded any special value attributed to the Goods by virtue of their being part of a larger Goods or part of a set or collection.

## **12 Customer's indemnity to the Company**

The Customer shall indemnify the Company against:

- 12.1 Losses suffered by the Company arising from any act, omission, misdirection, mis-statement or negligence by the Customer, its servants or agents.
- 12.2 Claims of any nature for Loss or damage resulting from the warehousing or storage of Dangerous Goods where the Customer's obligations in clause 6 above have not been met.
- 12.3 Claims and demands of any nature in respect of Loss of or damage to the Goods made by any third party additional to or in excess of the limits of liability of the Company set out in clause 11 above.
- 12.4 Any claims made or penalties imposed by the Commissioners of Customs and Excise in respect of dutiable goods.
- 12.5 Claims and demands made by a third party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Conditions.

## **13 Notification of claims**

- 13.1 The Company shall not be liable under any circumstances for any Loss suffered unless it has received written notice specifying the general nature, weight, volume and value of the Claim from the Customer within 2 days of the cause of the Claim coming to the Customer's knowledge or of the Goods being delivered by the Company to, or to the use of, the Customer, whichever is the later; and unless the damaged Goods are made available to the Company's representative for inspection for a reasonable period following notification of the claim.
- 13.2 No legal proceedings may be commenced unless they are issued and served, and no counterclaim may be raised unless full written details are received by the Company, within 9 months of the event giving rise

to the Claim.

- 13.3 The Company shall not benefit from this exclusion of liability if the Customer provides evidence that:
- a in all the circumstances, it was not reasonably possible so to notify the Company or make the damaged Goods available for inspection within the specified time limits; and
  - b such notice was given at the first reasonable opportunity.

## **14 Lien - power of sale**

- 14.1 All Goods delivered to the Company for warehousing and/ or storage are and will be received by the Company and held by it subject to a Lien for all charges due to the Company from the Customer for the storage, rent, warehousing and/ or any other Services in relation to the Goods, cost of employees engaged in the sale at a rate of £200/hour, and other charges or expenses properly incurred in respect of or in connection with the warehousing, storage or Services of the particular Goods and all other goods which may have been stored or warehoused by the Company for the Customer from time to time.
- 14.2 If such a Lien is not satisfied by payment within 7 days of the Company's demand for payment and notification of the exercise of its Lien, then the Company shall be entitled to sell the Goods in accordance with its power of sale as set out below. The storage or warehousing charges and any other expenses incurred during all periods during which the Lien on the Goods or any part of the Goods is being asserted, shall continue to be payable and all these conditions shall continue to apply whilst the Lien is being exercised.
- 14.3 The Company shall be entitled to charge to the Customer the cost of any Services provided including loading and unloading and transporting the Goods whilst a lien is being exercised.
- 14.4 If the Goods are not the property of the Customer, the Customer expressly warrants that the Customer has the authority to grant to the Company this Right of Lien and Power of Sale in respect of the Goods and the Customer authorises the Company to exercise a Lien against the owner of the Goods in respect of any unpaid monies applicable to such Goods in respect of which the Customer is not the owner. The Company may hold the Goods against the owner for any unpaid monies applicable to those Goods only, but it may not sell or dispose of the Goods in any way without the express consent of the owner.
- 14.5 Upon exercise of a Lien, the Company shall without any further notice have full power to open and examine the Goods or any part of the Goods and at the Company's sole discretion to sell the Goods or part of the Goods and the Company may apply the proceeds of sale after deducting all expenses in payment of all or towards all sums due to or liabilities incurred by the Customer to the Company.
- 14.6 Any surplus will be paid over to the Customer without interest upon application. Upon expiration of the periods of notice, the Company shall be released from all liability of whatever nature and however caused in relation to the Goods or any part of them. If the Company sells part only of the Goods, it shall be entitled to raise a warehousing charge in accordance with the rates agreed with the Customer or, failing agreement at the prevailing tariff, for the continuing storage or warehousing for the remaining Goods and without further notice shall be entitled from time to time to sell the remainder of the Goods in part or whole and apply the proceeds of sale in reduction of the charges and all these Conditions shall continue to apply.

## **15 Dispute and claim resolution**

- 15.1 The parties will attempt, in good faith, to resolve any dispute or claim arising out of or relating to these

Conditions promptly through negotiations between the respective representatives of the parties who have authority to settle the same.

- 15.2 Subject to clause 15.5, if the dispute or claim is not resolved through negotiation the parties may attempt to resolve the dispute or claim through mediation to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 2 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give an ACR notice to the other party referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 15.3 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ACR notice.
- 15.4 Subject to clause 15.5, no party may commence any court proceedings in relation to any dispute arising out of these Conditions until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, without prejudice to the parties' right to issue proceedings prior to their claim being time barred.
- 15.5 The provisions of clauses 15.1 to 15.4 shall not apply to disputes relating to non-payment or late payment of any charges.

## **16 Confidentiality**

- 16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, advisers or Sub-Contractors or agents who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Conditions, or as required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives, advisers or Sub-Contractors or agents to whom it discloses the other party's confidential information comply with clause 16.1.

## **17 Removal of the Goods**

- 17.1 Any part or all of the Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of any part or all of the Goods within 28 days from the date of such notice or, in the case of perishable goods, within 3 days from the date of such notice.
- 17.2 In the event of failure by the Customer by the due time to remove any of the Goods from the custody or control of the Company (notice in accordance with clause 17.1 having been given) or to pay any amount claimed by the Company, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 28 days, or in the case of perishable goods within 3 days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall be entitled to sell or otherwise dispose of all or any part of the

Goods at the Customer's entire risk and expense and the proceeds of any sale or disposal shall be remitted to the Customer after deduction therefrom of all expenses and all amounts claimed by the Company from the Customer or the Goods owner on any account. The Company will use a reasonably appropriate method of sale but will not be liable for any inadequacy in the price achieved.

## **18 Governing law**

- 18.1 The parties shall agree the legal regime under which these Conditions shall be construed and interpreted and the courts which shall have jurisdiction. In the absence of such agreement, the Contract shall be subject to and construed and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.