



Standard Terms and Conditions

1. Scope

These Terms of Service govern the terms and conditions of supply of all services provided by Finite International Logistics Limited of Unit B6, Station Approach Industrial Estate, Penarth, Vale of Glamorgan CF64 3EE, referred to as 'Finite International' or the 'Service Provider'.

Please read these terms and conditions carefully as they contain exclusions and limitations of our liability to you, 'the Customer', and affect your rights and liabilities under the law.

'Goods' refers to all items owned by the Customer and deposited with the Service Provider, whether declared as inventory or otherwise.

Your attention is specifically drawn to the provisions of condition 5 (Limitation of Liability) and condition 7 (Insurance).

2. Service Provider's Obligations

2.1 The Service Provider will use reasonable endeavours to provide the Services.

2.2 The Service Provider shall be free to use such subcontractors or agents as it may at its absolute discretion choose to appoint.

3. Customers Duties and Responsibilities

3.1 The Customer agrees that all Goods are legal, fit and proper and that the Customer is the owner of the Goods or is authorized to act on the owner's behalf. Finite International will not accept for storage any Goods deemed unsafe, hazardous, dangerous, inflammable or explosive or any Goods likely to cause damage or which cannot safely be handled or require any official consent or license. Should the Customer nevertheless deliver any such Goods to Finite International or any subcontractor or agent of Finite International or cause Finite International to handle or deal with any such Goods, the Customer will be liable for all loss or damage caused by or in connection with such Goods and will indemnify Finite International against all losses, damage, liabilities, costs, claims and expenses howsoever arising. The Customer agrees that Finite International may destroy or otherwise deal with any such Goods at its sole discretion.

3.2 The Customer agrees that all Goods will be properly packaged for storage and handling, and adequately marked for identification purposes. Goods intended for parcel consignments must not weigh more than 70kg or exceed 270cm in length or a total of 419cm in length and girth combined.

3.3 The Customer will provide Finite International with information concerning the Goods which is accurate, complete, and sufficient to allow the Service Provider and any third parties the Service Provider may appoint, to comply with all laws and regulations concerning the storage, handling and transporting of the Goods.

3.4 The Customer agrees to;

(i) be solely responsible for obtaining any necessary import licences or permits necessary for the entry of the Goods into the territories in which they are to be shipped, and their delivery to the Provider;

(ii) be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Goods;

(iii) comply with all laws and regulations affecting the manufacture, sale, packaging and labelling of the Goods from time to time in force and:

(iv) ensure that all the Goods presented have been appropriately tested and approved as safe for all purposes for which the Goods are intended to be used.

3.5 The Customer shall provide all necessary information to allow international customs clearance for Goods to be exported including but not limited to cost prices, sale prices, HS codes, customs descriptions, instructions, documents, licences, authorisations and permissions.

3.6 All Goods delivered or returned to the Service Provider will identify the Customer and not the Service Provider as the consignee on any Bill of Lading, Airway Bill, or other contract of carriage. Finite International can be listed only as 'in Care of' any Goods, and has no beneficial title or interest in the Goods. If any Goods are shipped to the Service Provider naming the Service Provider as named consignee, the Customer shall promptly notify the carrier in writing that Service Provider is:

(i) the "in care of party" only and

(ii) does not have any beneficial title or interest in the Goods.

The Service Provider may refuse to accept any Goods tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Goods. Whether the Service Provider accepts or refuses goods shipped in violation of this Section, the Client agrees to indemnify and hold the Service Provider harmless from all claims for transportation, storage, handling and other charges relating to such goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever, in each case excepting charges that the Service Provider explicitly has agreed to undertake in writing.

The Customer accepts that Finite International reserves the right to refuse delivery of any Goods at its discretion.

3.7 The Customer shall ensure that any computer data supplied by whatever method to the Service Provider is clean, uncorrupted, capable of being processed and does not contain any computer viruses

3.8 The Customer accepts that access to Finite International's premises is at the discretion of Finite International, and that the Customer will sign in and out of the warehouse. The Customer will not enter areas other than those where their own Goods are stored. The Customer will not remove from the warehouse, or add into stock, any Goods or other items, without informing Finite International in writing. The Customer enters Finite International's premises at their own risk, accepts that their visit will be recorded on CCTV, and is liable for any damage, theft or loss of Goods arising. No additional visitor's other than direct employees of the Customer, or their nominated agents may enter the premises. No animals may enter the premises under any circumstances.

3.9 The Customer will indemnify Finite International in respect of all costs, charges, demands, liabilities or losses sustained or incurred by Finite International arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these terms.

4. Charges and Payment

4.1 The Customer will settle invoices within 30 days of the invoice date. Without prejudice to any other right or remedy it may have, if the Customer fails to pay the Service Provider, the Service Provider may suspend all services until payment has been made in full.

4.2 Interest shall be paid on money overdue to the Service Provider at the rate of 2% for each calendar month during all or part of which it is overdue.

4.3 The Service Provider will have general lien over the Goods in its possession as security for any sums owed to it by the Customer. Storage will be charged for any Goods detained under lien. If any lien is not satisfied within a reasonable time the Service Provider may at its absolute discretion sell the Goods concerned and apply the proceeds in or towards discharge of the lien and expenses of the sale.

4.4 The Service Provider's charges are subject to VAT and may be increased by prior notice to the Customer. Finite International reviews its charges regularly and reserves the right to increase them at its absolute discretion. At least 30 days' notice will be given for any increases.

4.5 The Service Provider reserves the right to apply any surcharge occurred on delivery of any consignment to the Customer's account. Surcharges for remote areas, additional handling or failed delivery are not always applied in advance and cannot always be calculated in advance.

5. Limitation of liability

5.1 This condition sets out the entire financial liability of the Service Provider (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- (i) any breach of these Terms and Conditions
- (ii) any use made by the Customer of the Services; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the provision of services.

5.2 Nothing in these Conditions limits or excludes the liability of the Service Provider: for death or personal injury resulting from negligence; or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Service Provider; or subject to conditions above the Service Provider will not be liable, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise however for:

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;

(viii) loss of corruption of data or information; or

(ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

5.3 The Service Provider's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of its Services will be limited to the price paid for the Services.

5.4 The liability of the Service Provider arising from any loss or damage to any individual consignment in-transit shall be determined by the following maximum values for each third party courier used by the Service Provider to deliver the Goods:

- Royal Mail Recorded - £50 per delivery
- Parcelforce 24hr/48hr - £100 per delivery
- United Parcel Service (UPS) - £60 per delivery
- Palletways - £1300 per tonne (subject to £250 excess)
- Dragon Courier - £30,000

5.5 In cases where the Service Provider is supplying the 'in-transit' or collection / delivery service, liability is limited to £100 per consignment.

5.6 If the Service Provider's performance of its obligations is prevented or delayed by any act or omission of the Customer or any agent, subcontractor or employee of the Customer, the Service Provider will not be liable for any costs, charges or losses whatsoever sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.7 In particular the Service Provider shall not be liable for any loss or damage suffered by reason of:

- (i) Failure of the Client to supply a correct address
- (ii) Delivery of a consignment in good faith to a delivery point to a person claiming to be an agent, employee, or subcontractor for the consignee
- (iii) Any breach of any warranty given by the Client within provisions contained herein.

6. Claim

6.1 All claims for loss, damage or non delivery should be made as soon as possible, in writing and

- (i) Within seven working days of the issue arising
- (ii) In the case of loss, non-delivery or mis- delivery, within fourteen days of the expected delivery date of the consignment.

6.2 Client's should refer to the terms of the Service Provider's insurance policy.

6.3 The Service Provider reserves the right to request photographic evidence of damage and to ask for the return of any damaged Goods for inspection.

7. Insurance

7.1 The Goods are stored and dispatched by the Service Provider at the entire risk of the Customer and the Service Provider accepts no liability for any loss or damage to the Goods however such damage may be caused.

7.2 The Customer should arrange suitable insurance cover for the Goods. However, at the written request of the Customer, the Service Provider will endeavour to arrange an insurance policy for the Goods at the cost of the Customer. The terms of the policy and details of the insured risks are available from the Service Provider upon written request.

7.3 The Service Provider will not be responsible for ascertaining whether or not the Customer requires the Service Provider to arrange insurance for the Goods and the Customer should ensure that notification of this is given to the Service Provider as soon as possible. If no notification is received, the Service Provider will assume that the Customer does not wish the Service Provider to insure the Goods under clause 8.2 and that it will be making its own arrangements.

7.4 If the Customer wishes the Service Provider to insure the Goods, the Customer must specify a total estimated value in respect of the Goods. The Customer is responsible for notifying Finite International as to changes to the value of its' Goods.

7.5 Until the Service Provider has notified the Customer that insurance cover has commenced, the Customer should ensure that it has made its own insurance arrangements.

7.6 The Service Provider will not be liable to make any payment to the Customer to the extent that, in the event of a claim, the full value of the Goods cannot be recovered by the Customer for any reason.

7.7 Insurance arranged by the Service Provider is for Goods in storage only. Finite International does not insure the Customer's Goods while being loaded / unloaded or 'in transit'. The Customer accepts the limits of Finite International's liability in respect of the Goods, as laid down in the details of the Service Providers insurance terms.

7.8 Insurance for Goods whilst 'in transit' is provided under the terms of each carriers 'in-transit' insurance. In the case of any high value Goods or Goods for which the Customer has individual requirements, the Customer is responsible for notifying the Service Provider of its' requirement for additional insurance. The Service Provider will secure an offer of additional insurance provided by the carrier should one be available.

8. Confidential Information and Data Protection

8.1 All reasonable efforts will be made to ensure the security of Customer's account data. Finite International reserves the right to share information as necessary with third party logistics providers, or with other parties involved in and responsible for the safe delivery of Customer's goods.

8.2 Finite International will comply with its obligations under the Data Protection Act 1998 in relation to all personal data provided to it by the Customer and will process any personal data solely for the purpose of performing the services.

8.3 On termination of service provision, Finite International will hold information on the Customer's account for a minimum of one year, upon which any remaining records will be permanently deleted.

9. Data protection and Data Processing

9.1 The Service Provider will comply with all applicable requirements of the Data Protection Legislation. This condition is in addition to, and does not relieve, remove or replace, the Service Provider's obligations under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Service Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3 The Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under the Agreement:

(i) process that Personal Data only on the written instructions of the Customer unless the Service Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Service Provider to process Personal Data (Applicable Data Processing Laws). Where the Service Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Service Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Service Provider from so notifying the Customer;

(ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(v) the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer;

(vi) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

(vii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(viii) the Service Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(ix) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (x) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (xi) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and
- (xii) maintain complete and accurate records and information to demonstrate its compliance with this condition.

10. Termination

10.1 The Service Provider may terminate the provision of services with immediate effect at any time by notice in writing to the Customer if:

- (i) the Customer fails to pay any amount due under this Agreement on or before the due date or the Customer fails to pay any amount due as stated in the Customer's Service Level Agreement;
- (ii) the Customer is in material or persistent breach of any provisions of this Agreement and the breach, if capable of remedy, has not been remedied within 10 Business Days after receipt by the Customer of notice requiring the breach to be remedied;
- (iv) the Customer suffers an Insolvency Event;

10.2 On termination for any reason:

- (v) the Customer will immediately pay to the Service Provider all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Service Provider may submit an invoice, which will be payable immediately on receipt;
- (vi) the Customer will procure that any Goods being stored by the Service Provider at the date of termination are removed from the Service Provider's premises at the cost of the Customer. If the Customer fails to remove them within seven days the Service Provider may dispose of them in such manner as it sees fit at its absolute discretion at the cost of the Customer;
- (vii) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, will not be affected.

11. Force Majeure

The Service Provider will have no liability to the Customer under this or any Service Level Agreement if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Service Provider or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12. Legal Compliance

These terms between the Service Provider and the Customer and any claims relating to the services or Goods described herein shall be governed by the law of England and Wales, and any disputes dealt with by the respective Courts.