

General Terms and Conditions of Forto Logistics UK Limited

1. Application of the British British International Freight Association

These General Terms and Conditions ("GTC") incorporate the BIFA Standard Trading Conditions 2025 ("BIFA Conditions"), which are set out on pages 9 and 10 below. Any reference to these GTCs shall always include the BIFA Conditions. These GTCs apply the definitions set out in the BIFA Conditions. If there is any conflict between clauses 1-24 of the GTCs and the BIFA Conditions clauses 1-24 of these GTCs shall prevail.

2. Scope of Application of the GTC, Precedence of mandatory law

Subject to sub-clauses 2.1 and 2.2 below, Services performed by the Company are undertaken subject to these GTCs, and these GTCs (to include the BIFA Conditions) are incorporated into any contracts, agreements or orders entered into between the Parties.

2.1. Any other general terms and conditions or other pre-formulated contract terms or sets of rules (for the purposes of this clause, together "terms and conditions") whether used by the Customer in course of his trade or referred to in contract correspondence or documents, do not apply to the Services provided by the Company, and are explicitly excluded even if they simply contain additional provisions to these GTCs. These GTCs shall apply to the exclusion of any other terms and conditions even if: (i) the Company has not expressly objected to the application of any other terms and conditions in each individual case, (ii) the Customer has declared to conduct business with the Company only subject to its general terms and conditions, and/or (iii) the other terms and conditions are included in the final round of documents exchanged before performance of the contract.

2.2. If any legislation, including International Conventions, regulations and directives, is compulsorily applicable to any business undertaken, these GTCs shall, as regards such business, be read as subject to such legislation, and nothing in these GTCs shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these GTCs be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

2.3. In respect of any products or Services of the Company provided through digital service packages or relating to digital integration of data, to the extent that any other terms and conditions of the Company are applicable, these GTCs do not apply.

2.4. In the event that any of the provisions contained herein and/or any contracts concluded on the basis of these provisions are proven to be invalid or unenforceable, the validity of the remaining terms and conditions shall remain unaffected.

2.5. The Customer warrants that they are either the Owner, or the authorized agent of the Owner and, also, that they are accepting these GTC for themselves and as agent for and on behalf of the Owner.

3. Excluded services

The following Services are excluded from the services provided by the Company :

- packaging of Goods,
- transportation and warehousing of towed or salvaged goods,
- weighting and inspection of Goods, or any measures to preserve or improve the Goods or their packaging,
- the supply or replacement of pallets or any other loading and packaging material,
- the loading and unloading of Goods. More specifically, the Company is not responsible for the loading and unloading of the Goods from the place of collection to the place of delivery respectively or at any stage of their transportation, and no liability shall attach to the Company in respect of any loss or damage to the Goods during such operations, even where the Company, its employees, agents or sub-contractors agree to assist.
- transports which require special authorization from a competent authority.

The excluded Services listed above are not included within the contractual scope of services. To the extent, the Company performs and or assists with the excluded Services, whether at the request of the Customer or otherwise, such Services shall be undertaken subject to the BIFA Conditions.

4. Conclusion of contract, Information requirements, Dangerous and Valuable Goods

4.1. A legally binding contract is concluded when the Customer, or its representative, submits a binding offer and the Company accepts this offer, inter alia by issuing a Booking Acknowledgement. This can happen in the following manners:

4.1.1. The Customer accepts these Terms and Conditions;

- 4.1.2.** The Customer, or its representative, submits a binding offer by clicking "Place Order" or similar button on the online platform after selecting a quote and any additional Services, and the Company accepts such order in accordance with the terms hereof;
- 4.1.3.** The Customer, or its representative, submits an offer via email, telephone, or any other means and the Company accepts it, including by issuing a Booking Acknowledgement. The Company may carry out the booking on the online platform on the Customer's behalf in this case;
- 4.1.4.** The Company may require the Customer to enter additional information and upload any documents within a reasonable period, as indicated on the platform. When the Customer has provided all such information and documents to the Company, within the stipulated time, the Company will examine such documents and revert with an acceptance or rejection of the Customer offer;
- 4.1.5.** For avoidance of doubt, confirmation of receipt of Customer's order does not equal acceptance of the Customer's offer by the Company;
- 4.1.6.** The Company typically issues a Booking Acknowledgement within 72 hours. The booking request becomes legally binding upon issuance or once any cancellation period mentioned in the Booking Acknowledgement ends, at which point the Booking Acknowledgement serves as formal acceptance;
- 4.1.7.** If such Booking Acknowledgement deviates from the Customer's offer or serves as a written summary of prior verbal or informal negotiations, it shall be deemed a commercial letter of confirmation. In such cases, the contract is concluded exclusively based on the terms set out in the Booking Acknowledgement, unless the Customer objects to its contents without undue delay, and in any case no later than 2 business days from receipt.

4.2. Any specific means of transport (e.g., MV "X") or carrier mentioned in the Booking Acknowledgement is an estimation and is not a binding commitment.

4.3. Saving the provisions of section 4.4, the Customer retains the right to cancel the booking on the Company's online platform up to two business days before the shipment date.

4.4. If a shipment cannot be initiated or completed because the Customer cancelled in accordance with section 4.3, or fails to provide required information or documents in a timely manner, the Customer may be obligated to pay a reasonable handling fee and/or fees for services already rendered or costs incurred. Further information on the General Tariff Fees and Charges of the Company can be found in the following link: <https://help.forto.com/en/articles/3966978>

4.5. Except as provided in section 4.1.6, booking requests do not become legally binding between the Parties unless the Company has provided its confirmation to the Customer in writing.

5. Provision of Information and Special Goods

5.1. General Information Requirements

Without prejudice to clause 18 of the BIFA Conditions, prior to and after placing an order, the Customer must provide timely notice of all relevant circumstances and information affecting the execution of the service. This obligation applies even if the Company does not explicitly ask for such information during the online booking process. This includes all data required for the service, such as:

- Addresses, signs, numbering, and amounts of packages or otherwise specified amounts.
- Type, composition, and characteristics of the Goods (e.g., live animals and plants, perishability).
- HS code, gross weight (including packaging and loading devices), delivery times, and the value of the Goods (e.g., for customs or insurance purposes).

5.2. Safety, Compliance, and Legal Requirements

Furthermore, the Customer must specifically advise the Company regarding:

- Public-legal duties and safety regulations, including customs, foreign trade regulations (goods, people, and specific country embargos), and legal safety statutes.
- Relevant safety data for carriage of goods by sea, such as the "Verified Gross Mass" (VGM) per container, in the required form (e.g., per SOLAS Convention).
- Third-party intellectual property rights, such as trademark and license limitations connected to the Goods, and any legal or regulatory hindrances.
- Specific technical requirements for transportation and particular cargo securing means to be supplied by the Company.

5.3. The reference to Goods with a thief attractive nature at clause 14 of the BIFA Conditions shall include goods with an actual value of at least 50 Euro per kilogram or 10,000 Euro per packed item.

5.4. Limitation of Verification Duties and Estimates

The Company is not obligated to verify or supplement the information supplied by the Customer, particularly with regard to a customs tariff number. Remarks like "Trade Fair Goods" or "Urgent" do not create an obligation for faster completion or preferential dispatch. All dates on the online platform are estimations made in good faith, without warranty or liability for their correctness.

6. Electronic communication and Documents, Invoices

- 6.1.** The order processing, as well as the exchange of information, declarations and requests and the conclusion of any contract between the Parties will be, unless declared otherwise in these GTCs or otherwise prescribed by applicable law, handled on the online platform of the Company or at the choice of the Customer, via email or phone.
- 6.2.** In the absence of a written agreement, statements by warehousing or transport personnel or any other third party require written approval from the Company to be considered valid.
- 6.3.** Invoices will be issued electronically, unless tax law provisions require otherwise. If both Parties agree to use electronic standards (e.g., EDIFACT) to fulfill an order, they can create, send, and exchange declarations and notifications electronically (electronic data interchange), as long as the transmitting party is clearly identified. The transmitting Party is responsible for the validity and the risk of loss of any sent data. The electronic data exchange also includes electronic billing, in as much as tax regulations permit. Electronic or digital documents, including proofs of delivery, are considered equivalent to written documents. Both Parties may archive written documentation electronically and dispose of the originals, in compliance with legal regulations.
- 6.4.** Electronic or digital documents, in particular proof of deliveries, shall be considered equivalent to written documents.
- 6.5.** In case of damage to or delay of the Goods and upon request by the Customer, the Company must procure immediately all required and known information for securing any compensation claims.

7. Customs Clearance

- 7.1.** This clause 7 is subject to clause 7 of the BIFA Conditions.
- 7.2.** Where the Company is to act as a direct customs agent the Customer shall first submit a written power-of- attorney to on the online platform of the Company.
- 7.3.** The Customer is responsible for supplying the Company with all information, certificates and other documentation required for the correct processing of customs. The provision of certificates and further documents shall take place in electronic form on the online platform provided by the Company.
- 7.4.** Unless otherwise agreed in writing between the Parties, the Company is entitled to take all necessary steps relating to Customs Clearance, to fulfil all formalities in order for the Customer's order to be completed, to pay any duties and to comply with any orders of the relevant Customs Authorities. The Company shall not be obliged to examine the legitimacy of any action taken by Customs Authorities or any other authority or private body concerned with the import of the Goods, to appeal against such action or to take any other action against any order made in respect of the Goods.
- 7.5.** Whenever the Company arranges Services for the Customer under this clause or carries out such Services, the Company is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.
- 7.6.** The Customer shall in any case be liable for the import duties paid, irrespective of their nature and amount and whether or not they have been correctly assessed, as well as for all costs incurred in connection with Customs Clearance, insofar as these have been paid by the Company, or are due from the Company.
- 7.7.** If the Company pays import duties, irrespective of their nature and amount and irrespective of whether or not they have been correctly assessed, the Company is, in addition to its claim for reimbursement under clauses 7.5 and 7.6, entitled to a handling fee and a capital provision fee in accordance with the Forto General Tariff found at the following link: <https://help.forto.com/en/articles/3966978>, or as agreed between the Parties.
- 7.8.** Any payment due under this clause 7 shall be paid in accordance with clause 21 of the BIFA Conditions.

7.9. The Customer shall be entitled to make a payment on account to the Company in respect of any Customs Clearance Services before the Company advances any payments. Any expenses paid by the Company will be charged against the advance payment paid by the Customer. In this case, any capital provision fee shall be waived. However, the handling fee shall be incurred in any case. Any customs duties, taxes, or other duties shall be deemed advanced whenever the Company's deferment account has been debited, regardless of whether the payment has actually been made or not.

7.10. ICS2 Reporting: If the Customer authorizes the Company to undertake customs clearance for shipments from or to any of the EU Member States, Northern Ireland, Norway or Switzerland, and based on the EU Import Control System (ICS2) regulation requiring ICS2 reporting, the Customer must complete an ICS2 form to provide the necessary data to the competent EU customs authorities. The completed form must be submitted to ICS2@forto.com and operations@forto.com in CC at least 72 hours prior to the vessel's scheduled departure from a port outside the specified EU-related states (or 48 hours prior to re-entry). The Customer is responsible for using the correct form template, which the Company will provide (currently provided under www.forto.com/en/tc/). By submitting the form, the Customer allows the Company and its agents to process and provide the data to the authorities. The Company will not be liable for any claims, costs, fines, or delays resulting from incorrect, missing, or untimely information from the Customer, unless caused by the Company's own fault.

8. Packaging and labelling duties of the Customer

8.1. Without prejudice to clauses 15 and 18 of the BIFA Conditions, the Customer shall also identify all Goods belonging to the same shipment and ensure easy recognition, that that the contents of any packaged items cannot be accessed without leaving external traces, and ensure neutral packaging for valuable or theft-sensitive goods.

9. Freight payment

9.1. Instructions by the Customer to the effect that the order should be executed "Freight Collect" or "For the account of the Consignee or a third party" or similar, do not exonerate the Customer from his obligation to pay the Company any sums due under these GTC.

10. Default in loading and delivery times, additional fees

10.1. In cases where the Customer must load or unload a road transport vehicle, the Customer shall do so within the agreed time.

10.2. In the absence of a separate agreement, the time for loading and unloading road transport vehicles – irrespective of the number of shipments per loading or unloading location – shall be:

10.2.1. for Goods of any kind loaded on pallets:

- up to ten Euro-pallet storage positions: maximum 30 minutes
- up to twenty Euro-pallet storage positions: maximum 60 minutes
- more than twenty Euro-pallet storage positions: maximum 90 minutes
- for any 20' dry standard containers: maximum 120 minutes
- for any 40' dry standard or high cube containers: maximum 180 minutes

10.2.2. in all other cases, for Goods (excluding goods in bulk) with a handling weight of:

- up to three tons: maximum 30 minutes,
- up to seven tons: maximum 60 minutes,
- more than seven tons: maximum 120 minutes.

10.2.3. The loading or unloading time begins with the arrival of the road vehicle at the designated loading or unloading location (for example, by notifying the gate keeper), and ends when the Customer has completed all its duties. However, if the using of a time slot management system has been agreed for the arrival of road vehicles at the loading and unloading location, the loading and unloading time does not begin before the agreed presentation time.

10.2.4. In cases where the contractually agreed loading and unloading time are not maintained, to include overrunning any time slot due to reasons beyond the Company's scope of responsibility, the Customer shall pay the Company additional fees as specified by the Company in the following link: <https://help.forto.com/en/articles/3966978>

11. Performance hindrances and force majeure

11.1. Without prejudice to clause 24 of the BIFA Conditions, where the Company's ability to perform the Service is hindered by events coming within the scope of clause 24 (A) or (B) of the BIFA Conditions including also civil unrest, war, acts of terrorists, official measures by authorities, transport routes blockades, pandemic, disruptions, failures or other similar events to the technical systems of the Company or third parties, or any other unforeseeable and unavoidable event, the Company shall be excused from performing the Service for the period of any such hindrance.

11.2. In case of a performance hindrance, the Company shall inform the Customer immediately.

12. Unassisted Deliveries

12.1. Parties have agreed on delivery without the presence of a natural person ("Unassisted Deliveries"), delivery is deemed to have taken place upon actual physical deposition of the Goods at the agreed location.

13. Warehousing

13.1. The Company decides in its sole discretion if warehousing takes place in its own facilities or those of third parties. Whenever warehousing takes place at the facilities of third parties, the Company must supply the Customer electronically, within reasonable time with the name of the third party and the location of the warehouse facilities or, whenever a warehouse warrant has been issued, to provide the same to the Customer in electronic form.

13.2. Customers who inspect or commission an inspection of the warehouse must immediately submit all objections or complaints regarding the storage of the Goods or the choice of the warehouse. If the Customer does not make use of his inspection right, he waves any right to subsequently object regarding the type and nature of storage, if these objections could have been observed during an inspection and if the Company has chosen the warehouse facility with reasonable due diligence.

13.3. Any inspection of the Goods by the Customer shall take place during business hours and shall not in any way disrupt the Company's business.

13.4. Customers who wish to interfere with the Goods in any way whilst at warehouse facilities, such as taking samples, shall agree, upon request of the Company, to a joint inspection and determination of the number, weight and characteristics of the Goods. If the Customer refuses this request, the Company is not liable for any damages to the Goods determined later, unless it is proved that the Customer's interference with the Goods did not cause such damage.

13.5. The Customer is liable for all damages to the Company, customers or other third parties caused by him, his employees or representatives entering the warehouse or entering or driving on the warehouse premises, unless the damage cannot be attributed to the Customer, his employees or representatives.

13.6. Unless agreed otherwise:

- warehousing begins with the unloading of the delivery vehicle and ends with the loading of the receiving vehicle,
- inventory management is via the Company's inventory accounting, or, at its discretion, by the actual warehouse keeper,
- there is no physical inventory inspection, unless the Customer requests so and undertakes to bear any costs associated with such inspection.

14. Quotation and remuneration

14.1. Quotations provided by the Company to the Customer are based on and take into account the information submitted by the latter to the former.

14.2. Unilateral changes made by the Customer with respect to the scope of the Services to be performed, in particular changes in weight or quantity of the Goods, as well as changes in the nature of the Goods, shall entitle the Company to reject the Goods without any liability on its part towards the Customer. Further and in the alternative, the Company shall then not be bound by the terms initially agreed between the Parties. The Customer shall bear all additional costs arising from these changes and shall also be obliged to pay to the Company additional remuneration.

14.3. In case of a Cash on Delivery or any other collection order being cancelled after the shipment of Goods has begun, or in case that the Consignee does not pay, the Company is entitled to claim any amounts payable to the Company from the Customer.

15. Expenditures and right of recourse by the Company

15.1. The Customer shall, upon first written demand, immediately indemnify the Company for expenditures, such as freight, general average contributions, customs duties, taxes, fines, penalties and other costs, compensation claims, or fees demanded from the Company, especially when the Company is acting as a person authorized to dispose of or as possessor of third-party goods. This obligation does not apply if the Company is responsible for the incurrance of the costs.

15.2. The Customer shall also indemnify the Company and its vicarious agents against all claims made by third parties, provided that these claims are attributable to the Customer or their vicarious agents.

15.3. The Company's claim for reimbursement of advanced payments or expenses shall fall due immediately and shall bear interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended from time to time, from the date of the advance payment / expense. In addition to the interest-bearing claims for reimbursement of expenses, the Company is entitled to a handling and a capital provision fee in the agreed amount.

15.4. The Company is entitled to charge the Customer for any unforeseeable and unavoidable special charges, extra costs, fees, premiums, surcharges or other additional expenses raised by authorities or third parties performing the carriage or providing Services in connection therewith or otherwise handling the Goods, even if the Company provides its Services to the Customer on a fixed costs basis.

16. Invoices, foreign currencies

16.1. Payment of any invoices issued by the Company to the Customer is not dependent on the presentation of a delivery receipt for the Goods. Unless otherwise agreed or stated in the GTC, all Company's invoices are due for payment by the Customer upon issuance, or within the due date stated therein, and shall bear interest from the date they fall due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended from time to time. The due date of claims for reimbursement of expenses and advanced payments shall be determined in accordance with the above provisions. Interest for late payment shall not accrue if the Customer makes payment immediately and the amount is credited to the Company's account within 3 days of the due date. Discounts shall only be given if expressly agreed.

16.2. All payments to the Company shall be made in GBP. Regarding Customers or consignees outside the UK, the Company has the **option** to request payment either in GBP or in the relevant foreign currency.

16.3. The Company's invoices shall be issued solely in GBP. The Company has the option to allow Customers or consignees based outside of the United Kingdom to make payment in the relevant foreign currency. Such Customers or consignees must pay the equivalent of the invoice amount in GBP, converted at the exchange rate published on www.currencylayer.com plus a one-off exchange rate risk surcharge of 5%, unless otherwise agreed. The Company is entitled to ask foreign Customers or consignees whether they will pay in the relevant foreign currency or in GBP.

16.4. Payment according to a credit note procedure must be expressly agreed. Irrespective of this, all credit notes are to be issued and paid immediately, upon completion of Services.

The Company may conclude that there is a lack of ability to perform on the part of the Customer, which justifies raising the defense of uncertainty, particularly, but not exclusively, if the Customer has not, or has not properly, fulfilled due claims for remuneration, reimbursement of expenses, or advance payments to the Company, including those arising from previous orders, unless the Customer in turn has justifiably exercised a right of lien or retention

17. Set-off

17.1. In the event that any amount is owed by the Customer to the Company under any contract whatsoever, the Company shall be entitled to set-off such an amount against any sum payable to the Company, even if these sums arise out of unrelated contracts.

17.2. The Company is also entitled, without the need for mutuality, to set off claims against the Customer with claims of companies controlled by or affiliated with the Customer. This shall be permissible if the Customer holds 50% or more of the shares in this company (subsidiary), or is controlled by 50% or more by this company (parent company), or if the Customer's parent company holds 50% or more of the shares in a related company (sister company). This right only applies if the affiliated company was or is a customer of the Company.

18. Insurance of Goods

18.1. If the Customer instructs the Company to do so when placing the order, the Company shall arrange for the Goods to be insured (c. f. goods in transit or warehousing insurance) with an insurer of its choice at the Customers expense. If, due to the nature of the Goods to be insured, or for any other reason, the Company is unable to purchase insurance, the Company will notify the Customer immediately.

18.2. The Company is entitled, but not obliged, to arrange for the Goods to be insured as an agent, if this is in the interests of the Customer, subject to any written instructions to the contrary. The Company may assume that insurance is in the interests of the Customer, in particular when:

- the Company has arranged insurance in respect of a previous contract with the same Customer or,
- the Customer has declared the value of the goods for the purpose of insurance.

18.3. The Company shall assess the type and scope of insurance in its sole discretion and purchase insurance cover at the usual market rates stating the amount insured and risks to be covered, unless instructed otherwise in writing by the Customer.

19. Confidentiality, Compliance

19.1. The Parties are obliged to maintain confidential all unpublished information exchanged with or received from each other. All confidential information provided by a Party hereto shall be used by the other Party solely for the purposes of rendering any Services pursuant to the GTC and, except as may be required in carrying out any contract between the Parties, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this clause 19.1 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

19.2. The Parties commit to carrying out their contractual duties and to act according to the legal regulations covering their business and to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights, and the Declaration of the International Labour Organization regarding the 1998 Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and customs. In particular, both parties will commit to:

19.2.1. no child or forced labour

19.2.2. comply to the relevant national laws and regulations regarding working hours, wages, salaries and, in particular, pay the statutory minimum wage, and to comply with any other obligations for employers,

19.2.3. to comply to the current regulations on health and safety at work, and to provide a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness,

19.2.4. prohibit all discrimination based on race, religion, disability, age, sexual orientation or sex.

19.2.5. comply to international standards on corruption, such as those published in UNGC and to adhere to local anticorruption and bribery laws.

19.2.6. adhere to all current environmental protection laws and regulations,

19.2.7. engage its business partners and subcontractors according to the aforementioned principles.

20. Processing of data and data protection; Credit agencies

20.1. The processing of data and data protection are subject to the privacy policy published on the Company's website as amended from time to time.

20.2. For the purpose of deciding on the conclusion, execution, continuation or termination of any contract, the Company shall be entitled, as far as this is permitted by law, to check the risk of non-payment. For this purpose, the Company may use the Services of credit agencies.

20.3. The Customer expressly agrees that the Company is entitled to transmit data regarding their payment behaviour (including, but not limited to, invoice ledgers, outstanding balances, and payment history) to credit agencies, credit insurers, and providers of reciprocal credit rating networks.

20.4. Such third parties may use the transmitted data to calculate credit scores and payment behaviour ratings and may make these available to other participants in their respective networks. The Company's entitlement to share such data is based on its legitimate interest in professional risk management and its participation in industry-wide credit assessment systems.

21. Termination of Contracts with the Customer

21.1. Without prejudice to any other rights it may have, the Company shall be entitled to terminate any contract with the Customer without notice, if there is a good cause to do so. Good cause is deemed to exist in particular if:

21.1.1. the Customer is in default for any sums payable under these GTCs and the default continues for more than one week after a request for payment by the Company in which the Company notified the Customer of its intention to terminate the contract;

21.1.2. the Company cannot reasonably be expected to continue the contract for any reason concerning the Customer, taking also into account the circumstances of the individual case and the interests of both Parties;

21.1.3. the Company has reasonable grounds to believe that the Customer is unable to fulfil its contractual obligations; or

21.1.4. the Customer has been in default more than three times within a period of 2 months in respect of any contracts with the Company.

22. Reference Marketing

22.1. Right of Use : The Customer agrees that the Company may use their company name and logo to identify them as a business reference for marketing and advertising purposes. This right of use includes, but is not limited to, publication on the Company's website, social media channels, and in corporate presentations or brochures. The Company shall update or replace the Customer's logo as instructed by the Customer, and the Customer has the right to opt out of such business reference.

23. Revocation: The Customer is entitled to revoke the consent granted under Article 22.1 at any time. The revocation must be declared in text form (e.g., by email or letter). A revocation of consent shall become effective on the first day of the second month following the receipt of the revocation notice by the Company. Upon the effective date, the Company is obliged to remove the Customer's name and logo from its digital media and cease the production of new printed materials containing the reference.

24. Claims

All claims, including the notification of the same, arising out of or in connection with the GTC shall be subject to clauses 27 and 28 of the BIFA Conditions.

BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS 2025 EDITION

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These conditions are the Intellectual property of the British International Freight Association (BIFA) and are solely for the use by current BIFA members.

THESE CONDITIONS CONTAIN PROVISIONS WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY (CLAUSE 26) AND REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY (CLAUSE 20) AND WHICH PROVIDE TIME LIMITS FOR BRINGING CLAIMS (CLAUSE 27).

1 In these Conditions the following words shall have the following meanings:

"Company"	the BIFA member trading under these Conditions
"Conditions"	Clauses 1 to 28 of these Standard Trading Conditions
"Consignee"	the Person to whom the Goods are consigned, and whether or not that Person is named as Consignee on any carriage document
"Customer"	any Person at whose request or on whose behalf the Company provides advice, information or Services or with whom the Company contracts and regardless of whether that Person is required to make any payment to the Company
"Goods"	any goods which are the subject of Services provided by the Company
"LMAA"	the London Maritime Arbitrators Association
"Owner"	the owner of the Goods or Transport Unit and any other Person who is or may become interested in them
"Person"	natural person(s) or any body or bodies corporate
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund
"Services"	All activities undertaken, offered or procured by the Company in the course of its business, whether gratuitous or for reward
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the storage or carriage of Goods by land, sea, rail or air

2 (A) Subject to sub-clause (B) below, all Services are undertaken subject to these Conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any Services undertaken, these Conditions shall, as regards such Services, be read as subject to such legislation, and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these Conditions be repugnant to such legislation to any extent, such part shall as regards such Services be overridden to that extent and no further.

3 The Customer warrants that they are either the Owner, or are authorised by the Owner to contract for the Owner on the terms of these Conditions.

4 Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the Services as an agent for the Customer, or, to provide Services as a principal. When the Company contracts as a principal for any Services, it shall have full liberty to perform such Services itself, or, to subcontract on any terms whatsoever, the whole or any part of such Services.

5 The Company has complete discretion as to the means, route and procedure to be followed in the performance of any Services.

6 When the Company acts as an agent on behalf of the Customer, the Company shall be entitled to enter into all and any contracts on behalf of the Customer on such terms as may be necessary or desirable to fulfil the Customer's instructions. Upon a request by the Customer, the Company shall provide evidence of any contract entered into as agent for the Customer.

7 (A) Unless otherwise agreed in writing between the Customer and Company, in all and any dealings with HM Revenue & Customs by the Company on behalf of the Customer:

- (i) where permitted under the Taxation (Cross-border Trade) Act 2018, the Customer empowers the Company to act as a direct customs agent; and
- (ii) in all other cases the Customer empowers the Company to act as an indirect customs agent.

(B) In all cases the Company may appoint a sub-agent to act on behalf of the Customer.

8 (A) Subject to sub-clause (B) below, the Company:

(i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control, whether such Goods or documents be located within or outside the United Kingdom, for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or Services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien;

(ii) shall be entitled, on at least 7 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer or Owner and apply the proceeds in or towards the payment of such sums;

(iii) shall, upon accounting to the Customer or Owner for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing including legal costs and reasonable compensation for internal management time, be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, or where charges incurred in relation to rent and/or storage are likely to exceed the likely sale value, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

9 Whether acting as an agent or a principal the Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

10 (A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer and/or Consignee and/or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these Conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer or Owner.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with the Goods (by sale or otherwise) as may be reasonable in all the circumstances.

(i) after at least 7 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 14 days and which cannot be delivered as instructed; and

(ii) without prior notice, any Goods which are comprised within groupage and/or consolidated loads or have perished, deteriorated, or altered, or are in immediate prospect of so doing, such that they may cause or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11 (A) No insurance of the Goods will be arranged by the Company unless clearly stated instructions are given in writing by the Customer and accepted by the Company. Any insurance arranged by the Company shall be placed with insurers on the usual exceptions and conditions of cargo insurance policies and may be declared on any policy available to the Company;

(B) Where the Company agrees to arrange insurance on the Goods, the Company acts as agent for the Customer and shall be entitled to a reasonable arrangement fee and/or commission. The limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12 (A) Unless otherwise agreed in writing by an officer of the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer;

(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses;

(C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clauses (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A)(i) of these conditions.

13 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to, bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such Goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the Goods, howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require it to remove or otherwise deal with the Goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where the Company agrees to accept dangerous goods in accordance with clause 15, the Customer shall be responsible for complying with all applicable laws, regulations and codes of practice, including but not limited to the provision of correctly completed dangerous goods notes, proper labelling and marking of goods and ensuring that the Goods are packaged as necessary. Where a Person other than the Customer has a legal liability to perform any function in respect of dangerous goods then the Customer shall be liable to the Company for the consequences of any breach by that Person.

17 Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, the Customer shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

18 The Customer warrants:

(A) that the following (furnished by or on behalf of the Customer) are full and accurate: the description and particulars of any Goods including correct customs commodity codes; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate;

(B) that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose;

(C) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions likely to affect the Goods and the characteristics of the Goods;

(D) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

(E) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit has been carefully examined and that the Customer is satisfied that it is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

(F) where the Company provides assistance to the Customer in relation to the completion and/or submission of any entries, declarations or similar, whether related to customs formalities, veterinary requirements, transit bonds, excise formalities, security or safety declarations or any other statement, declaration or entry of similar nature related to the Goods and their

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- movement, the Customer shall provide complete, factual and accurate data as required by the Company or their agents and fulfil its legal obligations;
- (G) where the Company is instructed to make a customs entry on the basis that Import VAT is to be postponed, the Customer warrants that they are entitled to postpone VAT and will comply with all related regulatory requirements;
- (H) that the value of the Goods and the nature of the transaction by which the Goods are being imported/exported is fully and accurately described to the Company and that any commercial invoice reflecting the value of the Goods is an invoice issued by a true seller to a true buyer reflecting the real sum payable;
- (I) unless disclosed in writing to the Company neither the Goods, the Customer, the Owner nor any Person connected with the carriage of Goods are the subject of any trade sanctions or restrictions imposed by the UK, the EU, the USA or any other government or authority.
- 19 The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any Services, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 20 The Customer shall indemnify the Company for:
- (A) all charges, costs and expenses whatsoever (including but not limited to quay rent, demurrage or storage charges, duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied in relation to the Goods) arising out of the Company acting in accordance or in connection with the Customer's instructions, and any liability, loss or damage arising from any breach by the Customer of any warranty or other obligation contained in these Conditions, or from the negligence of the Customer;
- (B) any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party;
- (C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these Conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents.
- 21 (A) The Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Where the Customer makes a payment to the Company without providing instructions for the allocation of that payment then the Company has complete discretion as to the allocation and the allocation made by the Company shall be final and binding;
- (B) Where the Company offers the Customer any period of credit in relation to the payment of sums payable to the Company, any such credit may be varied or withdrawn at the Company's absolute discretion with immediate effect upon written notice;
- (C) In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 21(A) above) any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(C), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full in accordance with clause 21(A);
- (D) Unless otherwise agreed in writing the Customer shall be absolutely barred from challenging the value of any invoice issued by the Company unless it gives written notice of the basis for the dispute before the later of (a) the date that the invoice became due for payment; or (b) 30 days from the invoice being delivered and that part of the invoice that cannot reasonably be disputed is paid within the date that the invoice became due for payment;
- (E) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- 22 Where a security demand is made for general average or salvage in respect of a Customer's Goods, the Customer shall promptly provide security in a form reasonably required by the Company or any carrier or salvor and the Customer shall indemnify the Company for any liability incurred by the Company in the nature of general average or salvage related to the Customer's Goods.
- 23 The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
- 24 The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:
- (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or
- (B) any cause or event which the Company, by the exercise of reasonable diligence, is unable to avoid and the consequences of which it is unable to prevent.
- 25 Unless it is expressly agreed in writing that the provisions of this clause 25 shall not apply, the Company has no liability for a failure to adhere to agreed departure or arrival dates of Goods, regardless of the cause.
- 26 (A) The Company's liability howsoever arising and including negligence and notwithstanding that the cause of loss or damage may be unexplained, shall not exceed:
- (I) in the case of claims arising out of loss or damage to Goods (including arising out of mis-delivery), the lesser of:
- (a) the value of any Goods lost or damaged; or
- (b) a sum at the rate of 2 SDR per kilo of the gross weight of the Goods lost or damaged.
- (II) subject to the provisions of clauses 26(B) to (D) in the case of all other claims, the lesser of:
- (a) the value of any loss of the Customer; or
- (b) a sum equivalent to 2 SDR per kilo of the weight of the Goods which were the subject of the Services giving rise to the claim; or
- (c) 75,000 SDR.
- (II) With respect to clause 26(A)(I) where the Customer has two or more claims that arise out of a breach or a series of breaches that are repetitions of or represent the continuation of the original breach the Company's total liability arising therefrom shall not exceed 75,000 SDR in a calendar year. A calendar year shall start on the date that the first breach occurs.
- For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, received for shipment or storage by or on behalf of the Company. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.
- (B) The Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatsoever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant carriage;
- (C) The Company shall not in any circumstances whatsoever or howsoever caused, including negligence or mis-delivery be liable for direct or indirect loss of profit, revenue, market or use, demurrage or detention, or the consequences of delay or deviation, or for any other indirect loss or for consequential loss;
- (D) On clearly stated instructions in writing declaring the commodity and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clause 26(A) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request. A declaration of value, without a specific agreement to alter the liability limits, shall never be a basis for a variation of the limits of liability herein.
- 27 (A) Any claim by the Customer against the Company arising in respect of any Services shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or ought reasonably to 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 them to comply with this time limit, and that they have made the claim as soon as it was reasonably possible for them to do so.
- (B) The Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Services, unless suit be brought and written notice thereof given to the Company:
- (I) in the case of a claim arising out of the loss, damage, mis-delivery or delay of Goods, within nine months from the date that the Goods were delivered, or where no delivery occurred the date on which the Goods had been intended by the Company to be available for delivery;
- (II) in all other cases, within nine months from the date of the Services alleged to give rise to the cause of action against the Company, or where the Customer can show that it was impossible to comply with this time limit, within six months of the date that the Customer became aware, or acting with reasonable diligence ought to have been aware, of the event or occurrence alleged to give rise to a cause of action against the Company.
- (C) For the purposes of clause 27(B)(I):
- (I) where delivery of the Goods does not occur within 7 days of the Goods being available for delivery, the nine month period shall commence on the 8th day after the Goods were available for delivery; and
- (II) the date that the Company intended the Goods to be available for delivery shall be the Company's estimated date of arrival of the Goods into the country of destination as advised to the Customer, or where there was no such date, the date upon which the vessel, vehicle or aircraft intended to deliver the Goods to the country of destination was scheduled to arrive.
- 28 (A) These Conditions and any act or contract to which they apply shall be governed by English law;
- (B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) and (D) below, be subject to the exclusive jurisdiction of the English courts;
- (C) Where the Company and/or a Customer are located in Scotland or Northern Ireland the Company is entitled to commence proceedings in the courts of the country where the Company or Customer is located;
- (D) Notwithstanding (B) and (C) above, prior to the commencement of any court proceedings, the Company is entitled to require any dispute to be determined by arbitration, conducted as follows:
- (I) where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (II) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (II) where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (II) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (III) where neither (I) nor (II) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.
- (E) Disputes between the same parties arising out of more than one contract or act may be brought together in a single arbitration.