

Procedure Guide

TRAFFIC PROFILE:

- No one package to exceed 50kg in weight unless on a pallet or 2 man service (this will be charged accordingly).
- No one package to have any measurement exceeding 3 metres or exceed a total volume of 2 cubic metres
- No one consignment to consist of more than 20 items unless on a pallet (this will be charged accordingly)
- No one consignment to exceed a total gross weight of 200kg unless on a pallet (this will be charged accordingly)
- Glass items are carried at senders risk
- Livestock by arrangement with Head Office only.
- Items should be sufficiently packaged to travel through the system. Unpacked items are carried at senders risk
- No hazardous or dangerous items requiring special handling or documentation
- No 40 gallon or 250 litre drums
- No rolls with radius exceeding 30cms
- No goods requiring to be stacked 1 way up
- No prohibited or contraband goods

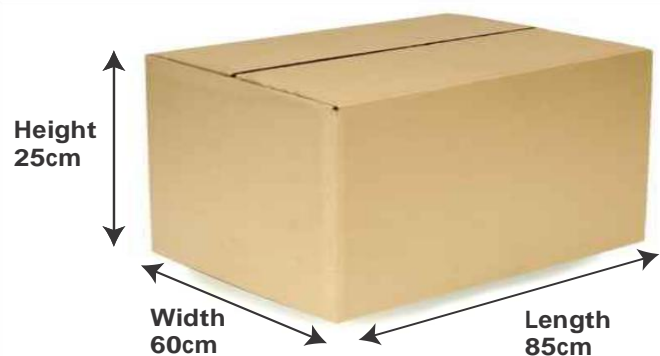
VOLUMISATION:

As with all carriers you have been issued a rate card which details your prices for sending goods based on the weight of the items sent. However, at times you will send goods which are light in weight but large in volume. Because of the amount of space these goods will take up both on our trunk and delivery vehicles we use an industry standard conversion based on the size of the goods to determine their volumetric weight.

Using the diagram opposite we multiply the height x width x length to give us a value of 127500

Using this figure of 127500, if the parcel is being despatched to a location within the mainland United Kingdom then we divide by 6000 to give us a volumetric weight of 22kg

If the parcel is being despatched to any destination other than the mainland United Kingdom then we divide the figure of 127500 by 3000 to give us a volumetric weight of 43kg



CLAIMS:

In the unlikely event that you need to make a claim please be aware of the following:

There are 2 levels of insurance, Overnight and Economy – the standard rates of insurance for these levels are as follows:

- **Overnight £10.00 per kilo**
- **Economy £5.00 per kilo**

Compensation is paid out on either the weight of the goods or the cost price of the goods, whichever is the lowest. Compensation is always issued via a credit note offset against your account.

On each claim there is a £25.00 excess, which means that either £25.00 will be deducted from your claim amount or if the claim is under £25.00 you will be entitled to a refund of your carriage.

On every consignment sent you have the option to take out extra insurance this is chargeable at a rate of £5.00 per £1000.00 of cover and depending on the amount you take will cover you for the full cost value of the goods. Please note that this will still be subject to the £25.00 excess.

Charges are made per £1000.00 or part thereof (example if you insure your goods for £1500.00 you will be charged £10.00)

There are strict deadlines as to when you have to submit a claim, these are:

- Loss/Part Loss** 28 days from date of despatch (incl weekends and public holidays)
- Damage** 7 days from date of delivery (incl weekends and public holidays)

These have to be submitted by either email to claims@xdp.co.uk or by registered post to our Head Office address, please also provide a full description and invoice to substantiate the cost of the goods along with the consignment number and reason for claim

In either case the proof of delivery must be marked accordingly i.e. 1 short or box damaged. If your customer signs for the goods without noting a discrepancy on the proof of delivery your claim will be denied (please note, signing unchecked, unseen etc will not be accepted for claims purposes).

Your goods should always be sufficiently packed to travel through a freight network, if insufficient packaging is used we will not accept any claims

In the event that goods lost are of a lower value than carriage charges you can elect to have the carriage charges credited instead of an insurance claim

TERMS AND CONDITIONS OF CARRIAGE XDP LIMITED

XDP Limited (hereinafter referred to as 'The Carrier') is not a common Carrier and accepts goods for carriage only on that condition and the conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these conditions in any way unless expressly authorised to do so by the signature of 2 directors of the Carrier.

1. Definitions

In these Conditions:

'Trader' means the customer who contracts for the services of the Carrier and includes his principals, servants, agents, consignee and owner of the goods.

'Contract' means the contract between the Trader and the Carrier.

'Consignment' means goods in bulk or contained in one parcel, package or container, as the case may be, or any number of parcels, packages or containers sent at one time in one load by or for the Trader from one address to one address.

'Dangerous Goods' means:

(a) Goods which are specified in the special classification of dangerous goods issued by the Health and Safety Commission.

(b) Goods which although not included in (a) above are of a similar kind.

'Excluded Goods' means:

(a) Glass/Ceramics/Liquids.

(b) Any other goods made of a substance of similar properties to glass.

2. Parties and Sub-Contracting

(1) The Trader warrants that he is either the owner of the goods in any consignment or is authorised by such owner to accept these conditions on such owner's behalf.

(2) The Carrier and any other Carrier employed by the Carrier may employ the services of any other Carrier for the purpose of fulfilling the Contract in whole or in part and the name of every such other Carrier shall be provided to the Trader on request.

(3) The Carrier contracts for itself and as agent of any trustee for its servants and agents and all other Carriers referred to in (2) above and such other Carriers servants and agents and every reference in conditions 3-19 inclusive hereof to 'The Carrier' shall be deemed to include every such other Carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Trader or any other party than is the Carrier hereunder.

3. Dangerous Goods

If the Carrier agrees to accept dangerous goods for carriage such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed and labelled in accordance with any statutory regulations for the time being in force for carriage by road.

4. Excluded Goods

(1) The Trader may tender for delivery and the Carrier shall not be bound to deliver excluded goods.

(2) If the Carrier agrees to deliver any excluded goods or if undisclosed excluded goods are tendered to the Carrier for delivery the Trader shall be responsible for all loss or damage whether physical, economic or consequential caused to or by the excluded goods while in the possession of the Carrier.

5. Loading and Unloading

(1) When collection or delivery takes place the Carrier shall not be under any obligation to provide any plant, power or labour in addition to the Carrier's driver, required for loading or unloading at such premises.

(2) The Carrier shall not be required to provide service beyond the usual place by the Carrier but, if any such service is given by the Carrier it shall be at the sole risk by the Trader who shall indemnify the Carrier against all claims and demands whatever, which could not have been made if such service had not been given.

(3) (a) Goods requiring special appliances for unloading from the vehicle by which they are carried are accepted for carriage only on condition that the Trader at the destination makes such appliances available.

(b) When the Carrier is, without prior arrangement in writing with the Trader, called upon to load or unload goods requiring special appliances for loading or unloading, the Carrier shall be under no liability to the Trader for any loss or damage, however caused, arising out of such loading or unloading and the Trader shall indemnify the Carrier against all claims and demands whatever which could not have been made if such assistance had not been given.

6. Consignment Notes

The Carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the consignment at the time it is received by the Carrier.

7. Transit

(1) Transit shall commence when the Carrier takes possession of the consignment whether at the point of collection or at the Carrier's premises.

(2) Transit shall (unless otherwise previously determined) end when the consignment is tendered at the usual place of delivery at the consignee's address within the customary cartage hours of the district. Upon written request, by registered post or recorded delivery by the Trader to the Carrier's head office address, the Carrier shall provide proof of delivery details up to 3 months after the date of delivery.

(3) If no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end and the goods will be returned to the Trader at their cost.

8. Undelivered or Unclaimed Goods

Where the Carrier is unable for any reason to deliver a consignment to the consignee or as he may order, or where by virtue of the proviso to condition 7 hereof transit is deemed to be at an end, the Carrier may sell the goods and payment or tender of the proceeds after deduction of all proper charges and expenses in relation to the carriage and storage of the goods shall (without prejudice to any claim or right which the Trader may have against the Carrier otherwise arising under these conditions) discharge the Carrier from all liability in respect of such goods, their carriage and storage. Provided that:

(a) The Carrier shall do what is reasonable to obtain the value of the consignment, and

(b) The power of sale shall not be exercised where the name and address of the sender or of the consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions are given for their disposal.

9. Carriers Charges

(1) All invoices raised by the Carrier are subject to settlement in full on or by the 30th day of the month following the date of invoice, unless stated otherwise in the contract. Where payment is not received by that date the Carrier reserves the right to impose a surcharge on all outstanding balances at the rate of 2.5% per month or £10.00 per month whichever is the greater. The surcharge shall be payable in respect of a period of less than one month as if such period were in fact one month.

(2) When the contract is terminated by either party for any reason whatsoever then all monies become due and payable within 14 days of said termination

(3) All sums shall be paid to the Carrier immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

(4) The Carrier's charges shall be payable by the Trader without prejudice to the Carrier's rights against the consignee or any other person.

(5) Except where a quotation states otherwise all quotations based on a tonnage rate shall apply to the gross weight unless:

(a) The goods exceed 6 cubic metres in measurement per tonne, in which case the tonnage rate shall be of 6 cubic metres per tonne or any part thereof, for shipments to the UK mainland. For shipments offshore the tonnage rate shall be 3 cubic metres per tonne or any part thereof.

(b) The size or shape of a consignment necessitates the use of a vehicle of greater carrying capacity than the weight of the consignment would otherwise require, in which case the tonnage rate shall be computed upon and apply to the carrying capacity of such vehicle as is reasonably required.

(6) Charges shall be payable on the expiry of any time limit previously stipulated and the Carrier shall be entitled to interest at the rate of 2.5% per month or £10 per month whichever is greater.

(7) The Carrier may at its discretion agree to collect cheques when making deliveries to the consignee. The Carrier shall not be under any duty to verify that the cheque has been correctly completed and the Carrier's liability for failure to collect a cheque is limited to the refund of the Carrier's administration fee for the cheque and no further liability. Loss of any cheque by the Carrier will be limited to the cost of cancelling the cheque at Lloyds Bank's current rates of charge.

10. Liability for Loss and Damage

(1) The Trader shall be deemed to have elected to accept the terms set out in (2) of this condition unless, before transit commences, the Trader has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to goods however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier.

(2) Subject to these conditions the Carrier shall be liable for:

(i) loss or mis-delivery of or damage to livestock, bullion, money, securities, stamps, precious metals or precious stones only if:

(a) the Carrier has specifically agreed in writing to carry any such items, and

(b) the Trader has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carrying of the said items and

(ii) any loss or mis-delivery of or damage to any other goods occasioned during transit unless the same has arisen from and the Carrier has used reasonable care to minimise the effects of:

(a) an act of God;

(b) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

(c) seizure, or forfeiture under legal process;

(d) error, act, omission, misstatement or misrepresentation by the Trader or other owner of the goods or by the servants or agents of either of them;

(e) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods;

(f) insufficient or improper packing;

(g) insufficient or improper labelling or addressing or incorrect postcode or no postcode;

(h) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

(i) consignee not taking or accepting delivery within a reasonable time after the consignment has been tendered.

(3) The Carrier shall not in any circumstances be liable for the loss of or damage to goods after transit of such goods is deemed to have ended within the meaning of condition 7 hereof, whether or not caused or contributed to directly or indirectly by act, omission, neglect, default or other wrongdoing on the part of the Carrier.

11. Fraud

The Carrier shall not in any circumstances be liable in respect of a consignment where there has been fraud on the part of the Trader or the owner of the goods or the servants or agents of either in respect of that consignment, unless the fraud has been contributed by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

12. Limitation of Liability

(1) Except as otherwise provided in these conditions the liability of the Carrier in respect of loss or mis-delivery of or damage to goods for delivery to destinations outside the United Kingdom shall in all circumstances be limited to £10 per kilogram, with a maximum liability of £100.

(2) Except as otherwise provided in these conditions the liability of the Carrier in respect of loss or mis-delivery of or damage to goods for delivery within the United Kingdom shall in all circumstances be limited as follows:

(a) where loss, mis-delivery or damage, however sustained, is in respect of the whole of the consignment, to a sum calculated as follows:

(i) For consignments despatched on an overnight service liability is calculated at a rate of £10,000 per tonne, based on the proven cost of the goods, tonnage if applicable calculated in accordance with condition 9(5), subject to an excess of £25 per claim.

(ii) For consignments despatched on all other services liability is calculated at a rate of £5,000 per tonne, based on the proven cost of the goods, tonnage if applicable calculated in accordance with condition 9(5), subject to an excess of £25 per claim.

(b) where a claim relates only to part of a consignment, then the lower of the actual weight and the average weight of the goods in the consignment (calculated as total weight of consignment divided by number of pieces in the consignment) is used to calculate the liability in accordance with 2(a) of this Condition.

Provided that:-

(i) Nothing in this condition shall limit the liability of the Carrier to less than the sum of £10.

(ii) The Carrier shall be entitled to require proof of the cost of the whole of the consignment and of any other part thereof lost, mis-delivered or damaged.

(iii) The Trader shall be entitled to any time prior to commencement of transit to give seven days written notice to the Carrier requiring that the aforementioned £10,000 or £5,000 per tonne limit be increased but not so as to exceed the cost of the Consignment and in the event of such notice being given the Trader shall within seven days agree with the Carrier an increase in the carriage charges in consideration of the said increased limit.

(3) Notwithstanding condition 12(1), the liability of the Carrier in respect of the direct, indirect or consequential loss or damage, however arising and including loss of market, shall not exceed the amount of the carriage charges in respect of the consignment or the amount of the claimant's proved loss, whichever is the smaller, unless:

(a) At the time of entering into the contract with the Carrier, the Trader declares to the Carrier a special interest in delivery in the case of loss or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and

(b) Prior to the commencement of transit the Trader has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of interest.

(4) In the event the Carrier is late by more than 30 minutes, in delivering a consignment, the Trader will be credited with an amount equal to the difference between the service requested and the service actually provided.

(5) For goods collected from any other address than the Traders usual place of business, liability shall be limited to a maximum of £100 per Consignment.

(6) Any claims for damaged or part delivered goods can only be made if the delivery note is marked accordingly at the time of delivery.

13. Indemnity to the Carrier

The Trader shall indemnify the Carrier against:

(1) All consequences suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, misstatement or misrepresentation by the Trader or other owner of the goods or fraud as in condition 11;

(2) All claims and demands whatever by whoever made in excess of the liability of the Carrier under these conditions;

(3) All losses suffered by the claims made against the Carrier in consequence of loss or damage to property caused by or arising out of the carriage by the Carrier of dangerous goods whether or not declared by the Trader as such;

(4) All claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond, whether or not transit has ended or been suspended.

14. Time Limits for Claims

The Carrier shall not be liable for:

(1) Loss from a parcel, package or container or from an unpacked consignment or for damage to a consignment unless he is advised thereof in writing otherwise than upon a consignment note or delivery document within three days, and the claim is made in writing to our head office, by registered post, recorded delivery or email to claims@xdp.co.uk within seven days from the termination of transit;

(2) Loss, mis-delivery or non-delivery of the whole of a consignment or of any separate parcel, package or container forming part of a consignment unless he is advised of the loss, mis-delivery or non-delivery in writing to our head office, by registered post, recorded delivery or email to claims@xdp.co.uk within twenty-eight days after the commencement of transit.

Provided that if the Trader proves that:

(a) It was not reasonably possible for the Trader to advise the Carrier or make a claim in writing within the time limit applicable and

(b) Such advice or claim was given or made within a reasonable time.

The Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

15. General Lien

The Carrier shall have a general lien against the owner of the goods for monies whatever due from the Trader or such other owner to the Carrier. If any such lien is not satisfied within a reasonable time the Carrier may at his absolute discretion sell the goods, or part thereof, as agent for the owner and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the goods and shall, upon accounting to the Trader for any balance remaining, be discharged from all liability whatever in respect of the goods.

16. Unreasonable Detention

The Trader shall be liable for the cost of unreasonable detention of any vehicle, trailer or container but the rights of the carrier against any other person in respect thereof shall remain unaffected.

17. Computation of Time

In the computation of time where any period provided by these conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

18. Impossibility of Performance

The Carrier shall be relieved of its obligation to perform the contract to the extent that the performance thereof is prevented by failure of the Trader, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Carrier.

19. Occasional variations to terms and conditions

On occasion the trader may, with the approval of the carrier vary these terms and conditions. Any such occasional variance is not to be regarded a permanent agreed variation in the terms and conditions.

Head Office:

XDP Limited

Fairview Industrial Estate, Kingsbury Road

Curdworth, Sutton Coldfield

West Midlands B76 9EE