IMPERIAL SHIPPING SPECIALIST LTD



GENERAL TERMS AND CONDITIONS OF SERVICE

1 **DEFINITIONS**

The following expressions shall have the following meanings:

"You, Your, Yourself, Owner, Customer" means the sender or consignor;

"Goods, Shipment, Parcel, Articles, Consignment" means goods and all accompanying documents of whatsoever nature (whether in bulk or in one or more packages) which we have accepted for carriage from one address to another or regarding which we have accepted to perform other services, whether under our consignment note or not;

"We, Us, Our, Company" means IMPERIAL SHIPPING SPECIALIST LTD and employees, agents subcontractors;

"Warehouses, Offices, Authorised Location" means an official location where a customer can drop off goods or have your goods delivered for shipping;

"Charges, Consignment charges" means the prices for the supply of services as stipulated on our standard price list and as negotiated by our management.

"Consignment note, Invoice, Receipt" means the information provided by you in paper or electronic form concerning the shipment;

"Conditions" means the terms and conditions for carriage and other services;

"International Deliveries" means any deliveries to an address outside the UK;

"Prohibited Goods" means any goods or materials the carriage of which is prohibited by law, rule or regulation of any country in or over which the shipment travels;

"Recipient, Consignee" means the person to whom the goods are addressed on final destination.

"Order, Booking" means a Customer's request for our services;

"Compensation" means a refund of shipping charge as per individual parcel compensation cover provided by the Company to the Customer for lost or damaged goods and the Company's liability to the customer for lost or damaged parcels.

"Additional Compensation" means every shipment is transported on a limited liability basis as provided herein. If the Customer requires greater protection, then we advise the customer to take up a Marine Cargo Insurance from an appropriate insurer/broker to cover their shipment against loss & damages;

"Carriage, Delivery Service" means and includes the whole of the operations and services carried out by us in connection with the transportation of the shipment to the designated endpoint.

and

"Services" means service and carriage of a consignment by us in accordance with our terms and conditions;

"Contract" means the contract of carriage or other services between the Customer and the Company into which these conditions shall be deemed to be incorporated;

"Third Party" means a person; entity or body who is not a party of these terms shall have no right to enforce any of these terms under the Contracts (Rights of Third Parties) Act 1999.

"Freight Only" means a service designed for customers shipping vehicles or containers solely with their goods. Charges apply only to transport their goods to the port of discharge. All other expenses required to clear the goods from the port are paid for by the customer.

"Dangerous goods" means dangerous goods as defined in the carriage of dangerous goods by roads regulations 1996 (as amended, re-enacted, or extended from time to time).

"Working Day" means any day which is not a Saturday or Sunday and which the banks are open for business;

"Working Hours" means 9am – 6pm on a working day;

2 OUR OBLIGATION (ENTERING INTO A CONTRACT WITH YOU)

2.1 We will carry out the service(s) for you whilst this agreement is in force, in return for payment by you to us of the amount charged in accordance with the terms of this agreement. The Company shall also have the right to demand and obtain payment from the sender (if different from the customer) or the consignee, or from any other person who may be liable to pay the charges.

2.2 We shall have the right to make any changes to our Service(s) which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Service(s) and we shall notify you of any such changes.

2.3 We warrant that the service(s) will be provided using reasonable care and skill.

2.4 We shall assign a unique identifier (Invoice/Receipt) number to your order which we shall provide to you on the consignment note when we call at your address to collect your goods or via post to your address if your goods are delivered to any of our authorized locations by yourself or a third party on your behalf. Please quote the Invoice/Receipt number in all subsequent correspondence with us relating to the order.

2.5 We shall endeavour to meet the 6 weeks delivery timeframe stipulated for an order but any such timeframe shall only be an estimate and time shall not be of the essence in the performance of services.

2.6 We have absolute discretion as to the means, route, and procedure to be followed in the handling, storage, and transportation of goods.

2.7 We reserve the right to open and inspect a shipment without notice to check that such consignments are not dangerous, or incompatible with the company's network and are

capable of carriage to the country of destination within the company's standard procedures, customs, declarations, and handling methods and in compliance with all laws.

2.8 We can under no circumstances whatsoever, accept any responsibility for any delay in the delivery of Parcels to the relevant delivery point.

2.9 We shall not be liable for loss or damage to a Parcel if you have not properly packaged the parcel. Any compensation or additional compensation shall not be valid where a Parcel is lost or damaged.

3 YOUR RESPONSIBILITIES

3.1 You acknowledge that we provide a service for the transport of goods with a specific timeframe of delivery, therefore you do not have a right to cancel the Order under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulation 2013 (Regulation 28(1)(h). This does not affect your rights under clause 11.

3.2 You must not supply to us any prohibited items or parcels that we do not accept for carriage or illegal goods, the carriage of which is illegal or the supply of which to the recipient is illegal.

3.3 You shall ensure that within 4 weeks, you have paid in full the appropriate charges for any parcels that you supply to us for shipping out of the UK.

3.4 You must ensure that any goods that you supply to us are packed safely and carefully to protect against the ordinary risk of transport by sea and labelled in accordance with any instruction that we may provide to you before you submit your order. Also, ensure that the description of the goods that you provide to us when you submit your order is accurate.

3.5 You must not abuse any of our staff, subcontractors, or agents.

3.6 You agree that we or any governmental authority including customs and security may open and inspect your shipment at any time.

3.7 You shall be responsible for any customs clearance cost, VAT, or other tax charges that apply to your goods if we charge "Freight only" to transport your goods to Ghana.

3.8 You warrant that you are authorized to accept and are accepting these conditions not only for yourself but also as agents for and on behalf of all other persons who are or may thereafter become interested in the articles within the parcel.

4 LOADING & UNLOADING

4.1 If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labour which, apart from the driver collecting the Consignment, may be required for loading or unloading of a Consignment.

4.2 Any Consignment (or part of a Consignment) requiring any special equipment for loading and unloading shall be accepted by us for transportation only on the understanding and condition that such special equipment will be made available at the collection point and delivery point as required. Where such equipment is not available and if we agree to load or Registered Address: Imperial Shipping Specialist Ltd | 4 Bristam Close, Oldbury. | Birmingham, B69 2JP | United Kingdom Tel: +44 (0)7541979754 | +44 (0)7518513308 | www.imperialshippingspecialist.co.uk | imperialshippingspecItd@gmail.com

Registered in England and Wales | Company Reg. Number 13854881

unload the Consignment (or part of the Consignment) we shall be under no liability or obligation of any kind to you for any damage caused (however it may be caused) during the loading or unloading of the Consignment. This includes any damage caused whether or not by our negligence and you shall agree to indemnify and hold us harmless against any claim or demand from any person arising out of our agreeing to load or unload the Consignment in these circumstances.

4.3 All parcels must be correctly packaged and labelled accordingly.

4.4 Individual parcels must not weigh more than 30kg nor exceed the stipulated manual handling weight allowance for health and safety reasons.

4.5 We reserve the right to reject a parcel at the relevant collection point or our authorized locations if the goods being delivered exceed the weight stated here.

5 DANGEROUS & HIGH VALUED GOODS

5.1 Dangerous Goods

5.1.1 The company shall not accept certain goods for carriage or storage, including but not limited to any of the following goods;

5.1.2 Flammable gases or aerosols, tobacco products, alcoholic drinks with an alcohol content above 24% ABV, pyrotechnics or explosives, arms and ammunition or corrosives, toxins, oxidizing or radioactive materials, or any other noxious, dangerous, or hazardous goods likely to cause damage.

5.1.3 We shall not carry any human remains, including funerary items such as urns and ashes or any living organisms dead or alive or frozen or perishable goods.

5.1.4 We shall not, without specific written agreement carry cash, documents that can be exchanged for cash such as cheques, vouchers with a face value, passports, stamps, securities, and prescription drugs.

5.1.5 Any goods prohibited by law or regulation of any government or public or local authority of any country where the goods are carried.

5.2 High-Valued Goods

Customers are advised to make a declaration of any valuable articles in their shipment on collection. Any such items should be cross-checked with our delivery team in Ghana to ensure all is intact. The company will not be held responsible for any lost undeclared articles. Such articles may include;

5.2.1 Precious metals have been manufactured in such a way as to add value to them, including coins used for ornaments.

5.2.2 Diamonds and precious stones.

5.2.3 Watches the cases of which are made wholly or mainly of precious metals.

5.2.4 Articles similar to any of those stated in clauses 5.2.1 - 5.2.3 above with an intrinsic value.

5.2.5 High value portable electronic devices like smartphones, cameras, laptops, etc.

6 DELIVERY AND DELIVERY NOTES (PROOF OF DELIVERY)

6.1 The company will require a recipient to sign a delivery note as proof of delivery of the consignment. Any record of the recipient's signature obtained by the Company shall be conclusive evidence of the delivery of consignments (including the quantity of such consignment) comprised in the consignment. The recipient's signature shall be evidence of delivery of the consignment.

6.2 Goods delivered should be inspected on the spot by the receiver to make sure the content is intact. We will not accept any responsibility for missing or damaged goods/items after our delivery team has departed from your recipient's premises.

6.3 Where we are unable to complete the delivery of a shipment for whatever reason we will return the shipment to our premises and notify the customer to provide an alternative delivery point. If the customer cannot be contacted within a reasonable amount of time (within a week) or the customer fails to reach us to provide an alternative delivery point after several notifications we will place the shipment in a custom bonded warehouse for storage. The customer would be liable for any charges or fees incurred for storage.

6.4 If an undelivered consignment is held by the company and it is not claimed for more than 90 working days after the company leaving multiple notifications of attempted deliveries with both the customer and recipient, the company will be entitled to deal with the consignment as it sees fit without any further liability to you.

7 SERVICE DELIVERY

7.1 We will not start our services until you have provided your consignment to us or we have collected it from you.

7.2 We may transport the shipment to the desired delivery address by any means.

7.3 If we are unable to deliver the shipment to the desired address then we will make two subsequent attempts to deliver the parcel to the address or any alternative address provided by the customer.

7.4 If following the further attempts for delivery, we are still unable to deliver the shipment we will contact you for further instructions. We reserve the right to require payment of further charges for another attempt for delivery.

7.5 We will have finished our performance of services when we have delivered the shipment to the desired address or when we have made further attempts, whichever is earlier.

8 EXPORT CONTROLS

8.1 You assume responsibility for and guarantee compliance with all applicable export control laws, including but not limited to regulations and rules that prohibit unauthorized trade in military and other strategic goods and services with, as well as financial or commercial dealings with named individuals and entities in countries too, from, through or over which your shipment may be carried, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be transported to, from through or over any country which your shipment may be carried.

8.2 You also guarantee that you will not tender any shipment to us if you or any parties involved in the shipment are listed on any of the United Nations sanctions programs, regional and national programs implementing and/or supplementing those, as well as parties listed on autonomous measures regulations.

8.3 You agree to identify shipments subject to pre-export regulations controls and provide us with information and all necessary documentation to comply with applicable regulations.

8.4 You are responsible at your expense for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits, and ensuring that the consignee is authorized by the laws of the origin, destination countries, and any country(s) asserting jurisdiction over the goods.

8.5 We assume no liability to you or any other person for your acts of non-compliance with export control laws, sanctions, restrictive measures, and embargoes.

9 CHARGES & PAYMENT

9.1 The company's charges for carriage and other services shall be payable by the customer; however, the company shall also have the right to demand and obtain payment from the sender (if different from the customer) or the consignee, or from any other person who may be liable to pay the charges.

9.2 You waive all your rights to challenge our invoices if you do not contest our invoice in writing within 7 days from the date of the invoice.

9.3 Payment of the Company's charges is due no later than the date specified on the company's invoice/statement or such other period as may be expressly agreed with the customer vocally or in writing by the Managing Director of the company.

9.4 Our charges are calculated in accordance with the rates applicable to your shipment as set out in our current rate card or in the relevant contract. Our current rate card is available on request from our office.

9.5 A claim or counterclaim by the customer shall not be made the reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the company.

9.6 The company shall be entitled at any time and from time to time to increase the company's charges for carriage or other services by giving to the customer not less than 7

days prior written notice to accord with increases in relevant costs of the company's business including but not limited to, fuel, congestion charges, dart charge, license fees, postal fees, and labour.

9.7 Our invoices must be paid in the currency stated in the invoice or otherwise in the local currency against exchange rates provided by us.

9.8 We will not deliver your goods if full payment for the amount charged is not received. Detained goods shall incur storage fee, if due to non-payment.

9.9 We have a general lien on all your shipments in our possession at any one time that gives us the right to sell the contents and retain the proceeds of sales in settlement of any amounts that you may owe us.

10 CUSTOMS CLEARANCE – (Door-to-Door Service Only)

10.1 You appoint us as your sole agent for the purpose of clearing and entering the shipment through customs. If we subcontract this work, you certify that we are the consignee for the purpose of designating a customs broker to perform customs clearance and entries. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is your responsibility to provide the required documentation at your expense.

10.2 You certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties of which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs and other formalities, such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this and pay any administration fee we may charge you for providing the services described in this condition.

10.3 Any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges, or other expenses we incur as a result of the actions of customs or other governmental authorities on your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required license or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved as well as any extra costs we will incur. Upon our first request, you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges, or any other expenses set out in this condition.

10.4 We will endeavour to expedite all customs clearance formalities for your shipment but are not liable for any delays, losses, or damage caused by interference from customs officers or other government authorities.

11 LIMITS TO OUR LIABILITY

11.1 The extent of our liability

Unless you have taken out an Additional Compensation/Insurance cover (Marine Cargo Insurance) separately from an appropriate insurer, the following limits apply to our liability to you under a contract:

11.1.1 We shall only be liable for loss or damage to your shipment if it is caused by our negligence, breach of duty, or other wrongful act of omission subject to contract.

11.1.2 We shall award compensation based on the amount charged for shipping as per lost or damaged parcel/shipment.

11.1.3 We **DO NOT** award compensation based on the value of the item shipped.

11.1.4 If a claim arises as a result of damage to the whole or part of a consignment and if we settle the claim for a sum equal to or greater than the value of the consignment, then we shall be entitled to claim ownership of the consignment and deal with it as we see fit. For the avoidance of any doubt, we shall be responsible for the cost of recovery of the consignment.

11.2 Exclusions of liability

11.2.1 We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.

11.2.2 We are not liable if we do not fulfil any obligations towards you at all as a result of:

11.2.2.1 Circumstances beyond our control such as (but not limited to):

- Acts of God including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow, or frost;

- Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes, or civil commotions;

- National or local disruptions on sea or ground transportation networks and mechanical problems to modes of transport or machinery;

- Latent defects or inherent vice in the contents of the shipment; criminal acts of third parties such as theft and arson.

11.2.2.2 Your acts or omissions or those of third parties such as:

- You being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular, those warranties set out in Clause 3;

- An act of omission of any customs, security, shipping line, ports, and harbour or government official.

11.2.2.3 The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.

11.2.2.4 Our refusal to make any illegal payments on your behalf.

 $11.2.3\ \mbox{We}$ are not a common carrier and do not accept any liabilities of a common carrier.

11.2.4 We shall not be liable for any missing articles or parcels where we have delivered the consignment to the recipient and obtained their signature on the delivery note as proof of delivery of the whole shipment.

11.2.5 We shall not be liable for any loss or damage caused to your shipment in storage as a result of non-payment of charges for carriage.

11.2.6 You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

12 LOSS AND DAMAGE CLAIMS PROCEDURE

If you wish to claim for a lost or damaged shipment, or for any other damages, you must comply with any applicable convention and with the following procedure otherwise we reserve the right to reject your claim:

12.1 You must notify us about any loss or damages to your shipment immediately after you have taken delivery of the shipment. We shall require you to back up your claim by providing us with any relevant information about the relevant parcel and/or goods including without limitation:

- Proof of the dispatch of the parcel;
- Estimates for the repair of the goods;
- Proof of the value of the goods;
- The cost price of the goods and related proof including receipts; and
- Details of the volume of the goods.

12.2 We are not obliged to act on any claim until our charges have been paid nor are you entitled to deduct the amount of your claim from our charges;

12.3 We will assume the shipment was delivered in good condition unless the receiver has noted any damage on our delivery note when he or she accepted the shipment. In order for us to consider a claim for damage, the contents of your shipment and the original packaging must be made available to us for inspection;

12.4 Save us otherwise provided by any applicable convention and/or law, your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 1 year from the date of delivery of the shipment or from the date you ought reasonably to have become aware of the loss or damage.

12.5 In case of acceptance by us of part or all of your claim, you warrant to us that your insurers or any other third party having an interest in the shipment shall have waived any rights, remedies, or relief to which they might become entitled by subrogation or otherwise;

12.6 The shipment shall not be deemed to be lost until at least 30 days have elapsed since the date you notified us of the non-delivery. We may agree with you in writing to shorten this period.

13 YOUR INDEMNITY

The customer shall indemnify the company against;

13.1 All losses suffered by the company (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) as a result of any breach by the customer of these conditions, fraud, error, omission, or misrepresentation by the customer, owner of the consignment or consignee;

13.2 We shall assume, for the purposes of this agreement, that you are the sole owner of every item dispatched in the consignment but if any other person makes a claim against us for loss of or damage to any such items beyond our liability to you then you agree that you shall indemnify us against any losses or liabilities that we suffer through that claim (including all legal costs and expenses) and you agree that we shall have no liability to you in these circumstances, regardless of whether such claims exceed any limitations of liability set out in this agreement.

13.3 All losses suffered by and claim made against the company resulting from loss of or damage to property caused by or arising out of the carriage of dangerous goods, excluded goods and/or the prohibited items;

13.4 Any liability that we incur under section 30(10) of the VAT Act 1994;

13.5 You agree to indemnify us against any losses or liabilities that we may suffer through a breach by you of any of the obligations set out in clauses 3 & 9.

14 OUR RIGHTS EXTEND TO PROTECT OUR EMPLOYEES & AGENTS

The customer acknowledges and agrees that the provisions of clauses and/or sub-clauses 2, 4, 5.1, 11, 12, 13, 15, 17, and 18 shall extend to protect, limit the liability of and indemnify the employees and agents of the company and that such provisions have been entered into and shall be enforceable by the company for itself and as trustee or agent for such employees and agents.

15 OUR RIGHT TO SERVICE SUSPENSION FOR OVERDUE INVOICES

15.1 If you owe us money we will be entitled to hold onto your shipment until you have paid us.

15.2 If you still owe us any money more than 28 days from the date that we let you know that you owed us, we may:

15.2.1 Sell your goods and deduct from the amount that we receive in payment for them, the amount that you owe us and the costs of the sale, after which we will let you have any balance remaining; or

15.2.2 Destroy your goods, and if we sell your goods or destroy them your debt to us will be discharged; or

15.2.3 Place the shipment in a rented warehouse for storage. The customer would be liable for any charges or fees incurred for storage.

16 UNREASONABLE DETENTION

If for any reason you detain anything that belongs to us (or to our agents) then you will be responsible for any costs that we incur as a result, but this shall not affect our rights to claim against any other person.

17 RIGHTS TO TERMINATION

17.1 This agreement may be terminated by either party giving to the other three days verbal or written notice of its desire to terminate this agreement. This agreement may also be terminated immediately if the other party breaches any of its obligations under this agreement or (in the case of an individual) becomes bankrupt or (in the case of the company) goes into liquidation other than for the purposes of reconstruction or amalgamation, or has an administrator or receiver appointed over any of its or his property or income or make any deed or arrangements with or for the benefit of his or its creditors.

17.2 On termination of this agreement for any reason:

17.2.1 You shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of services supplied where the consignment has been delivered but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

17.2.2 In respect of a consignment which has already been paid for and which has been received but not yet delivered, then we shall deliver such consignment in accordance with the terms of this agreement;

17.2.3 In respect of a consignment which has not been paid for and which has been received but not yet delivered, then you shall collect the consignment from our warehouse in accordance with the terms of this agreement;

17.2.4 The accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry; and

17.2.5 Clauses that expressly or by implication have effect after termination shall continue in full force and effect.

18 EVENTS OUTSIDE OF OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under these terms that are caused by an event outside our control.

18.2 An event outside our control means any act or event beyond our reasonable control including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters, or failure of public or private telecommunication networks which prevents us from supplying the services to you.

18.3 If an event outside our control takes place:

18.3.1 We will contact you as soon as reasonably possible to notify you; and

18.3.2 Our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of services to you, we will restart the services as soon as reasonably possible after the event outside our control is over.

18.4 You may cancel the order if an event outside our control takes place and you no longer wish us to provide the services.

18.5 We will only cancel the order if the event outside our control continues for longer than 8 weeks from the day we received your shipment.

18.6 Where you cancel the order in accordance with clause 18.4 and we have started to supply the services to you, then we shall arrange as soon as reasonably practical to return the consignment to you at your cost (such cost to be discharged before delivery to you).

18.7 Where we cancel the order in accordance with clause 18.5 and we have started to supply the services to you, we shall arrange as soon as reasonably practical to return the consignment to you at our cost.

19 GENERAL

19.1 We will only provide our services under these conditions.

19.2 When you submit your order, you provide your personal information to us. The way we process this personal information is set in our privacy policy. By providing this information to us you confirm that you are happy for us to process your personal information in this way.

19.3 If you are not the owner of some or all of the goods, you will be deemed to be the agent of the owner of those goods.

19.4 We may subcontract the obligations that we owe to you. Our subcontractor will also be entitled to subcontract its obligations.

19.5 We agree that any notice under contract must be made in writing. We will assume it has been received two days after the date it was posted. We will also assume that any notice is given via fax or electronically shall be deemed to have been received at the beginning of the next working day, so long as a confirmation of sending receipt is received. Notices sent to you will be sent to the address that you give us when you place your order. Notices to us must be sent for the attention of the Office Manager or Managing Director to IMPERIAL

SHIPPING SPECIALIST LTD. 4 BRISTAM CLOSE, OLDBURY, BIRMINGHAM, B69 2JP. United Kingdom (Registered Address).

19.6 A contract does not create any partnership or joint venture between us and you and you have no right to contract in our name or make any promises on our behalf.

19.7 If at any time we have a claim against you and do not pursue that claim quickly, that does not mean the claim cannot be pursued when we are ready.

 $19.8 \ {\rm If}$ a court says that part of a contract is not enforceable in law that does not mean the rest of it is not.

19.9 When you place an order and we receive it, neither of us has relied on anything the other has said or done, i.e. the contract says it all.

19.10 If things go wrong and there is a dispute, English law will apply and the English courts will have non-exclusive jurisdiction over the dispute.

19.11 Unless we agree in writing to you, you cannot transfer your rights under a contract to someone else.

19.12 When these conditions refer to a piece of legislation, they refer to the latest version of it in force.

19.13 A contract cannot be varied without our written consent. Our subcontractors and agents are not entitled to vary a contract.

20 INFORMATION ABOUT US

20.1 The company trades as IMPERIAL SHIPPING SPECIALIST LTD. We are registered in England & Wales, Company No: 13854881 and our VAT number is.

20.2 To contact us, please visit our website: <u>imperialshippingspecialist.co.uk</u> Email:

imperialshippingspecItd@gmail.com or write to us at IMPERIAL SHIPPING SPECIALIST LTD. 4 BRISTAM CLOSE. OLDBURY. BIRMINGHAM, B69 2JP.

20.3 The company reserves the right to unilaterally modify or supplement the services and these conditions.