



International Heavy Haulage (UK) Ltd

Terms and Conditions of Trading

- In these terms and conditions International Heavy Haulage (UK) Limited or any Associated or Subsidiary Company shall be known as “the company” and any other person, firm or organisation with whom the company contract shall be known as “the customer”.
- All contracts entered into by the company with the customer shall be subject to these terms and conditions of trading and shall supersede all other terms and conditions of trading sought to be imposed by the customer except as shall have been specifically agreed in writing between the company and the customer.
- All business undertaken by the company on behalf of the customer whether within the United Kingdom or elsewhere shall be subject to current editions of :
 - As freight Forwarders the British International Freight Association (BIFA) standard Trading Conditions.
 - As Warehousing Contractors the Road Haulage Association Conditions of Storage.
 - As Haulage Contractors Carriers Plant and Machinery Movers the Road Haulage Association Conditions of Carriage and/or the Road Haulage Association Special Conditions for Carriage of Abnormal Indivisible Loads and/or the Convention on the Contract for the International Carriage of Goods by Road (CMR) where such CMR conditions apply.
- The customer warrants and agrees to indemnify the Company from and against any extra cost to the Company or any loss costs, claims or demands

of whatever nature made against the Company by any third party arising out of any of the following :

- The area on or over which the goods are to be moved or erected is not consolidated or sufficiently strong to bear the weight of the goods or the apparatus required for moving the same.

- That there are no obstructions to the movement of the goods which have not been shown to the Company.
- That there is adequate access to the premises where the whole or any part of the carriage or process is to be carried out and all necessary easements have been obtained from third parties.
- That the goods are in proper condition for carriage or movement and that no part can be described as dangerous, delicate or of a corrosive or inflammable nature unless such condition has been disclosed to the Company and the Company has accepted in writing the state of the goods (the term “delicate” shall mean propensity to suffer damage not withstanding that the normal careful handling or carriage has been).
- That the goods do not exceed in weight or any measurement that which the Customer has made known to the Company either expressly or impliedly.
 - Payment Terms strictly 30 days Net from invoice date :
- Any invoice not paid by the due date will render all outstanding invoices payable immediately.
- Any query regarding invoices to be made in writing within 7 days of the invoice date otherwise the full amount is payable.
- Overdue balances will be subject to interest charges. In addition, collection fees, court charges and expenses will be recoverable together with the interest from the date the costs were incurred.
- No counterclaim or contra charges may be deducted or off set against any payment for work done. All invoices to be paid in full with claims being settled and agreed separately.
 - In relation to all work undertaken by the Company for the Customer whether involving the movement, storage or carriage of goods or not the limitation of liability of the Company referred to in the said Conditions of the British International Freight Association, the Road Haulage Association, and/or CMR shall apply.
 - For the avoidance of doubt, the customer agrees that the limits of liability of the Company as set out in the Conditions of the British International Freight Association, the Road Haulage Association, and/or CMR shall be the full extent of the Company’s liability and that the Company will under no circumstances be liable for any other direct or consequential loss of whatsoever nature howsoever arising.
 - All contracts for the transportation or movement of Abnormal Indivisible Loads are subject to the following additional conditions :
- That the Highway and/or Bridge Authorities are able to recommend a route suitable for the passage of the load.

- That the Highway and/or Bridge Authorities do not subsequently vary such recommended route.
 - That the Company shall be indemnified by the Customer in respect of any loss, costs, claims or demands by any third party during the transportation or movement of any such Abnormal Indivisible Load.
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- The construction and interpretation of these terms and conditions and of any contract between the company and the customer shall be governed by English Law.