

## STANDARD TRADING CONDITIONS

The customer's attention is drawn to the clauses hereof which exclude or limit the Company's liability and those which require the customer to indemnify the company in certain circumstances.

### DEFINITIONS

1. In these conditions:

<b>"Company"</b>	is Baku GLS Ltd. which expression shall include all its associated companies and subsidiaries.
<b>"Conditions"</b>	means the entire undertakings, terms, conditions and clauses embodied herein.
<b>"Customers"</b>	means any person at whose request or on whose behalf the Company undertakes any business, or provides advice, information or services.
<b>"The Goods"</b>	includes all packaging, containers and equipment.
<b>"Dangerous Goods"</b>	means goods as defined by the IMCO classification
<b>"Instructions"</b>	means a verbal or written statement of the Customer's specific requirements.
<b>"Person"</b>	includes persons or any body or bodies Corporate.
<b>"The Owner"</b>	means the owner of the goods to which any business concluded under these conditions relates and any other person who is or may become interested in them.

### Headings

2. Headings of clauses or groups of clauses are for indicative purposes only.

### Application

3. (A) The conditions shall apply to all business (whether gratuitous or not) undertaken by the company. All other terms and conditions are hereby expressly excluded. Should the customer wish to contract with the company other than on the terms of these Standard Trading Conditions, special arrangements can be made and revised prices quoted provided that such arrangements shall only apply if produced in writing and signed by a Director or the Secretary for the time being of the Company.
- (B) If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regards such business, 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 business be overridden to that extent and no further.

### THE COMPANY'S GENERAL RESPONSIBILITIES

4. (A) The company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.
- (B) Subject to clause 17 hereof, the company shall carry out its services within a reasonable time.
- (C) Subject to these conditions and in particular to the discretion reserved to the company below the company shall take all reasonable steps to perform any of the customer's instructions accepted by the company.

(D) If at any stage in any transaction the company should reasonably consider that there is good reason in the customer's interests to depart from any of the customer's instructions, the company shall be permitted to do so and shall not incur any additional liability in consequence of so doing.

(E) When using its discretion as permitted in these conditions, the company shall do so with due regard to the interests of the customer.

5. (A) If after a contract has been agreed events or circumstances come to the attention of the company which in the opinion of the company make it wholly or part impossible for the company to fulfil its duties it shall take reasonable steps to inform the customer of such events or circumstances and seek further instructions.

(B) The company shall be entitled to enter into contracts:

(i) For the carriage goods by any route or by any means;

(ii) For the storage, packaging or handling of the goods by any persons at any place or places and for any length of time;

And to do such acts as may be necessary or incidental thereto at the absolute discretion of the company, and to depart from the customer's instructions in any respect if in the opinion of the company it is necessary or desirable to do so in the customer's interest.

### THE CUSTOMER'S UNDERTAKINGS

6. (A) The customer shall be deemed to be competent and to have reasonable knowledge of matters affecting the conduct of his business, including terms of sale and purchase and all other matters relating thereto.

(B) The customer shall give sufficient and executable instructions, and the company shall, within the limits of its duty of care and diligence, inform the customer if it considers that the customer's instructions are insufficient or inexecutable.

7. The customer warrants that he is either the owner or the authorised agent of the owner of the goods and also that he is accepting these conditions not only for himself but also as agent for and on behalf of the owner of the goods.

8. In authorising the customer to enter into any contract with the company and/or in accepting any document issued by the company in connection with such contract the owner, sender and consignee accept these conditions for themselves and their agents and for any parties on whose behalf they or their agents may act and, in particular, but without prejudice to the generality of this clause, they accept that the company shall have the right to enforce against them jointly and severally any liability of the customer under these conditions or to recover from them any sums to be paid by the customer which upon proper demand have not been paid.

9. (A) The customer shall indemnify the company against all liability loss damage costs and expenses whatsoever arising out of the company acting in accordance with the customer's instructions or arising out of any breach by the customer of any warranty contained in these conditions or from the negligence of the customer.

(B) Without derogation from sub-clause (A) above, the customer shall indemnify the company against any liability assumed or incurred by the company when by reason of carrying out the customer's instructions the company has reasonably become liable or may become liable to any other party.

10. Except to the extent caused by any negligence on the part of the company the customer shall be liable for and shall indemnify the company in respect of all duties taxes imports levies deposits and outlays of whatsoever nature levied by any authority in relation to the goods and for all payments fines costs expenses loss or damage whatsoever incurred or sustained by the company in connection therewith.

11. (A) 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 which are the subject of these conditions and if any such claim should nevertheless be made, to indemnify the company against all consequences thereof.

may be in default of this obligation, it shall be deemed to have contracted with the customer as a principal for the performance of the customer's instructions.

#### **COMPANY'S GENERAL CONDITIONS**

- (B) The customer shall save harmless and keep the company indemnified from and against all claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the company under the terms of these condition and without prejudice to the generality of this clause this indemnity shall cover all claims costs and demands arising from or in connection with the negligence or breach of duty of the company its servants sub-contractors or agents
- (C) In this clause "sub-contractor" includes direct or indirect sub contractors and their respective servants and agents and agents includes sub-agents and their respective servants or agents.
12. The customer warrants that the descriptions and particulars of any consignment furnished by or on behalf of the customer are accurate and he undertakes to indemnify the company against all losses, damages, expenses, and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
13. (A) The customer shall warn the company if any goods which are the subject of any transaction to which these conditions apply are liable to taint or affect other goods, and the customer shall indemnify the company against any liability, loss damage, costs or expenses incurred by the company as a consequence of the customer's failure to do so or his failure to do so in good time.
- (B) Except where the company has accepted specific written instructions in respect of the preparation packing stowage labelling or making of the goods, the customer warrants 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 affecting the goods and the characteristics of the goods.
- (C) Where the goods are carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos or any other unit load device specifically constructed for the carriage of goods by land sea or air, (each hereafter individually referred to as "transport unit") then, save where the company has accepted specific written instructions as principal to load the transport unit the customer warrants:
- (i) that the transport unit has been properly and competently loaded;
  - (ii) that the goods are suitable for carriage in or on the transport unit;
  - (iii) that the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the company has approved the suitability of the transport unit)
14. The customer agrees to make any claim against the company in writing and without delay; in the event of delay in presentation of a claim causing prejudice to the customer or the company, the company shall be relieved of all and any liability in respect of any such claim.

#### **THE COMPANY'S ROLE**

15. (A) In the absence of specific agreements between the customer and the company, the company shall be entitled to procure the carriage, storage, packing or handling of the goods as an Agent subject to these conditions or to provide any or all of its services as principal contractor.
- (B) The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be arranged by the company acting as Agent or to be provided by the company acting as a contracting principal.
- (C) When acting as an agent, the company does not make nor purport to make any contract with the customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the customer and such third parties.
- (D) The company shall on demand by the customer provide evidence of any contract entered into as agent for the customer, insofar as the company

16. The company shall be discharged of all liability whatsoever howsoever arising in respect of any service provided for the customer or which the company has undertaken to provide unless suit be brought and written notice thereof given to the company within nine months from the date of any event or occurrence alleged to give rise to a cause of action against the company.
17. Except under special arrangements previously made in writing the company accepts no responsibility for departure or arrival dates of goods.
18. (A) If delivery of the goods or any part thereof is not taken by the customer, consignee or owner, at the time and place when and where the company shall be entitled to call upon such person to take delivery thereof, the company shall be entitled to store the goods or any part thereof at the sole risk of the customer, whereupon the liability of the company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the company or any agent or sub-contractor of the company shall forthwith upon demand be paid by the customer to the company.
- (B) (i) The company shall be entitled at the expense of the customer to dispose of the goods (by sale or otherwise as may be reasonable in all the circumstances)
- (a) On 21 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, any goods which have been held by the company for 90 days and which cannot be delivered as instructed, and
- (b) Without prior notice, goods which are of a perishable nature or goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to third parties or to contravene any applicable laws or regulations.
- (iii) The company shall give appropriate credit to the customer for any balance arising out of the proceeds of sale of the goods after deduction of the company's costs of sale.
19. Except insofar as may be required to comply with the customer's instructions as regards documentation, or except under special arrangements previously made in writing the company shall not be obliged to arrange for the goods to be carried, stored or handled separately from other goods.
20. (A) The company will not insure goods unless expressly instructed by the customer in writing. The company shall not be obliged to effect a separate insurance on each consignment, but may declare it on an open or general policy. All insurance effected by the company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Any claim on the policy should be made and any negotiations with or proceedings against the insurers shall be conducted by the customers and not by the company, notwithstanding that the premium upon the policy may not be at the same rate as that charged to or paid by the customers. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not at the same rate as that charged by the company or paid to the company by its customers.
- (B) Insofar as the company agrees to arrange insurance, the



company acts solely as agents for the customer using its best endeavours to arrange such insurance and does so subject to the limits of liability contained in clause 34 hereof.

- (C) The company shall be entitled to retain and be paid all brokerages, commission, allowances and other remuneration customarily retained by or paid to forwarding agent and insurance brokers.
21. Except in accordance with express instructions in writing previously received and accepted by the company, the company shall not be obliged to make any declaration for the purpose of any statute, convention or contract as to the nature or value of any goods or as to any special interest in delivery.
22. (A) Except under special arrangements previously made in writing or under the terms of a printed document signed by the company, any instructions relating to the delivery or release of goods in specified circumstances only, such as (but without prejudice to the generality of this clause) against payment or against surrender of a particular document are accepted by the company only as agents for the customer where third parties are engaged to effect compliance with the instructions.
- (B) The company shall not be under any liability in respect of such arrangement as are referred to under sub-clause (A) hereof save where such arrangements are made in writing.
- (C) In any event, the company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these conditions in respect of loss of or damage to goods.
23. Advice and information, in whatever form it may be given, is provided by the company for the customer only and the customer shall indemnify the company against any liability, claims loss, damage, costs or expenses arising out of any other person relying upon such advice or information. Except under special arrangement previously made in writing, advice and information which is not related to specific instructions accepted by the company is provided gratuitously and without liability.
24. The defences and limits of liability provided for in these conditions shall apply in any action against the company whatsoever, howsoever arising, whether the action be founded in contract tort or otherwise.

#### **COMPANY'S SPECIAL CONDITIONS RELATING TO PARTICULAR GOODS**

25. Except under special arrangements previously made in writing the company will not accept business relating dangerous goods or to goods of a dangerous or damaging nature nor relating to goods likely to harbour or encourage vermin or other pests, nor relating to goods liable to taint or affect other goods. 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 special arrangements previously made in writing the customer shall be liable for all loss or damage caused by or to or connected with the goods however arising and shall indemnify the company against all penalties, claims, demands, costs and expenses arising in connection therewith and the goods may be rejected, returned, destroyed or otherwise dealt with at the sole discretion of the company or any other person in whose custody they may be at the relevant times. If such goods are accepted under special arrangements previously made in writing they may nevertheless be so rejected, returned, destroyed or otherwise dealt with at the expense of the customer if, in the opinion of the company, they become a danger to other goods, persons, or property.
26. (A) Except under special arrangement previously made in writing the company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or 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 special arrangements previously made in writing the company shall be under no liability whatsoever for or in connection with such goods howsoever arising.
- (B) The company may at any time waive its rights and exemptions from liability under sub-clause (A) above in respect of any one or more of the categories of goods mentioned herein or of any

part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the customer.

#### **COMPANY AS A FORWARDING AGENT**

27. Clause 28 to 30 below inclusive apply where and to the extent that the company in accordance with these conditions is acting as agent on behalf of the customer.
28. The company shall be entitled and the customer hereby expressly authorises the company, except insofar as has been otherwise specifically agreed between the company and the customer, to enter into contracts on behalf of the customer.
- (a) For the carriage of goods by any route or means or person;
- (b) For the storage, packing, trans-shipment, loading, unloading or handling of the goods by any person at any place whether on shore or afloat and for any length of time.
- (c) For the carriage or storage of goods in or on transport units as defined in clause 13 (C) or with other goods of whatever nature;
- (d) To do such acts as may in the opinion of the company be reasonably necessary in the performance of its obligations in the interests of the customers.
29. The company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated companies or by any other person, firm or company in the absence of agreement to the contrary any contract to which these conditions apply is made by the company on its own behalf and also as agent for and on behalf of any such parent, subsidiary or associated company, and any such company shall be entitled to the benefit of these conditions. The customer will not seek to impose upon such company any liability greater than accepted by the company under these conditions.
30. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made except under special arrangements previously made in writing; nor shall the company be under any liability to the customer by reason of having entered into any contract on behalf of the customer whereby the extent or degree of the liability assumed by a carrier, warehouseman or other party is in any respect excluded or limited save where such contract is entered into contrary to specific instructions given by the customer and accepted by the company.

#### **COMPANY CONTRACTING AS PRINCIPAL**

31. Clauses 32 and 33 inclusive apply where and to the extent that the company in accordance with these conditions is contracting as principal.
32. The company is not a common carrier and deals on the basis of these conditions alone. The company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.
33. (A) When and to the extent that the company has contracted as principal for the performance of any services, it undertakes to perform and/or in its own name to procure the performance of those services, and subject always to the totality of these conditions accepts liability for loss of or damage to goods taken into its charge occurring between the time when it takes goods into its charge and the time when the company is entitled to call upon the customer, consignee or owner to take delivery of the goods.
- (B) The company shall be deemed to have taken the goods into its charge when they have been received by the company or have been released or handed over by the customer or any person acting on behalf of the customer to any person acting on behalf of the company in accordance with any directions of the company for the performance of the customer's instructions.

#### **LIMITATIONS OF LIABILITIES**

34. Subject always to clauses 3 above and 35 below the company shall be relieved of such liability for any loss or damage if and to the extent that such loss or damage was caused by:
- (a) The act or omission of the customer, or person other than the company acting on behalf of the customer, or of the person from whom the company took the goods in charge;



- (b) Insufficiency of the packing and/or marks and/or numbers save where the company had undertaken to carry out the packing, application of marks or labelling or numbering of the goods;
- (c) Handling, loading, stowage, unloading of the goods by the customer or any person acting on behalf of the customer;
- (d) Inherent vice of the goods;
- (e) Strike, lock out, stoppage or restraint of labour, the consequences of which the company was unable to avoid by the exercise of reasonable diligence;
- (f) Any cause or event which the company was unable to avoid and the consequences whereof the company was unable to prevent by the exercise of reasonable diligence.
- (g) For any loss or damage caused by any delay or loss of market, or for any indirect or consequential loss or damage such as loss of profits loss of market or the consequences of default, delay or deviation however caused;

The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the company.

35. In no case shall any liability of the company howsoever arising and notwithstanding that the circumstances or cause of loss or damage may be unexplained exceed the value of the goods or a sum at the rate of 1,000.00 per tonne or 1000 kilos on the gross weight of the goods whichever shall be less.
36. In any event the company shall be discharged from all liability
- (a) For loss from a package or an unpacked consignment or for damage, deviation or misdelivery (however caused), unless notice be received in writing within seven days after the end of the transit where the transit ends in the British Isles or within fourteen days after the end of the transit where the transit ends at any place outside the British Isles.
  - (b) For loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment (however caused), unless notice be received in writing within twenty-eight days of the date when the goods should have been delivered.

Any claim not made and notified as aforesaid

- (a) Shall be deemed to be waived and absolutely barred;
- (b) No claim of any kind shall be made against any servant or agent of the company on any ground whatsoever;
- (c) No claim of any kind shall be made against any parent, subsidiary or associate company of the company, or against any forwarding agent employed by the company or against any of their respective servants or agents on any ground whatsoever.

Notwithstanding the aforesaid the company shall, in any event, be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the customer or which the company has undertaken to provide unless suit be brought and written notice thereof given to the company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the company

#### **WARSAW CONVENTION**

37. If the company acts as a principal in respect of a carriage of goods by air, the following notice is hereby given:
- If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carrier's timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.

#### **MISCELLANEOUS**

38. The customer shall pay to the company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off.
39. Despite the acceptance by the company of instructions to collect freight, duties, charges or other expenses from the consignee or any other person the customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or other person when due.
40. (A) Subject to sub-clause (B) hereof, the company shall have a

general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the customer or owner, and shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the customer. Upon accounting to the customer for any balance remaining after payment of any sum due to the company and the costs of sale or disposal the company shall be discharged of any liability whatsoever in respect of the goods or documents.

- (B) When the goods are liable to perish or deteriorate, the company's right to sell or dispose of 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 of selling or disposing of the goods before doing so.

41. The company shall be entitled to retain and be paid all brokerages commissions allowances and other remuneration customarily retained by or paid to freight forwarders.
42. Where in these conditions any matter is to be determined in accordance with the opinion of the company, the certificate of a Director or the Secretary of the company for the time or any other person duly authorised by the company, shall be conclusive evidence as to any matter so certified.
43. Any notice required to be given and any account rendered by the company shall be deemed to have been duly given or rendered if dispatched by prepaid letter post addressed to the customer or known transferee of the goods or his agent at his last known address, or in case there shall be no address known, if delivered to the registered office of the company.
44. (a) All accounts shall be deemed to be due on the 30<sup>th</sup> day following the date of invoice.
- (b) If payment of an account shall not be made when due, interest shall be payable on the amount due from the date of invoice at the rate of 4% per annum above the prime lending rate for the time being of Allied Irish Banks plc. And such interest shall be calculated per month until such time as payment is made.
- (c) A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable or liabilities incurred to the company and the customer, shall not, under any circumstances, set off a claim against monies due to the company.
45. Quotations are given on the basis of immediate acceptance subject to the right of withdrawal or revision. If at any time there is any alteration in the rates of freight rates, rates of exchange, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.
46. The customer shall be liable for the costs of detention of vehicles, containers and sheets which lasts for a period equivalent to a time longer than 20 minutes of loading or unloading per metric tonne or a maximum of six hours whichever is the lesser.
47. The contractual rights which the customer enjoys by virtue of section 39 of the sale of goods and supply of services Act, 1980 are in no way prejudiced by any statement contained herein.
48. The use of customer's own forms is no derogation of these conditions.

#### **JURISDICTION AND LAW**

49. These conditions, and any act or contract to which they apply, shall be governed by the law of the Republic of Ireland and any dispute arising out of any Act or Contract to which these conditions apply shall be subject to the exclusive Jurisdiction of the Court of the Republic of Ireland.