



## **CONDITIONS OF CARRIAGE 2010 - Effective 1<sup>st</sup> March 2010**

These conditions are additional to and supplemental to the current Road Haulage Association Conditions of Carriage (the "RHA Conditions of Carriage") and replace the FreshLinc Limited Conditions of Carriage 2008.

Where the Customer requires a Consignment to be collected from its premises or those of its own customer or agent (the "premises") the Customer shall ensure that the arrangements for loading and unloading are safe and secure so as not to cause any damage or loss of whatever nature to FreshLinc Limited vehicles or to the Consignment or those of its nominated sub-contractors. The Customer will provide adequate security for the vehicle, its contents and equipment and the Consignment whilst on the premises.

### **Liability for Lost Pallets**

FreshLinc Limited's liability shall be excluded for any claim that is in respect of cases, boxes or units of whatever nature which individually or in combination constitute only part of a pallet.

In the case of whole pallet liability and/or accountability such liability and/or accountability will be determined subject to the RHA Conditions of Carriage and these Additional Conditions of Carriage. Without prejudice to the RHA Conditions of Carriage FreshLinc Limited will not be liable in circumstances where it is able to produce:-

1. A Load Plan; and
2. CCTV Records

which show the relevant pallet or pallets loaded intact on FreshLinc Limited's vehicles.

### **Risks and Loss.**

Whilst on the Customer's premises the Customer shall bear the risk of all direct, indirect, financial or consequential loss, damage or deprivation of use of the vehicle or

its contents save where this is as the direct result of the negligence of FreshLinc Limited. If the vehicle is lost, stolen or otherwise disappears from the premises, or if the trailer is damaged on the Customer's premises to such an extent that it cannot, in the opinion of FreshLinc Limited or its insurers, be economically restored to a good operating order, condition and appearance, the Customer shall promptly pay FreshLinc Limited an amount equal to the replacement value of the vehicle determined as of the date first missing or damaged.

The Customer will insure the vehicle on a fully comprehensive basis to the amount of the loss to FreshLinc Limited and to a minimum value as specified by FreshLinc Limited. If the vehicle is damaged or stolen or is otherwise unroadworthy, until the Customer or the Customer's insurance company has paid FreshLinc Limited in full, the Customer will be responsible for payment of the amount of FreshLinc Limited's daily rate for the vehicle.

By requesting FreshLinc Limited to engage in works on the Customer's behalf the Customer will be deemed to have accepted the FreshLinc Limited conditions of carriage unless communicated in writing to the contrary prior to works being carried out.