

## TERMS AND CONDITIONS

### 1. **Interpretation**

#### 1.1 In these Conditions:

'Agents'	means persons to whom EBISS UK Ltd duties are contracted out to
'Conditions'	means the standard terms and conditions of business set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and EBISS UK LTD
'Customer'	means the person who accepts a quotation from EBISS UK LTD relating to the transport of the Equipment or Fine Art
'Fine Art'	means the items belonging to a customer such as a painting, sculpture or an item classified as art which EBISS UK LTD agrees to transport in accordance with these Conditions
'Equipment'	means the items (including any constituent parts) belonging to the Customer which EBISS UK LTD agrees to transport the Equipment in accordance with these Conditions
'EBISS UK LTD'	means EBISS UK LTD (registered in England and Wales under number 9013406)
'Quotation'	means the document given by EBISS UK LTD to the Customer under cover of these Conditions which sets out scope of works, the quoted price and when and where the Equipment or Fine Art will be delivered and if appropriate includes Order Form or instruction relating to the Customer's specific requirements.
'Order Form'	means the on-line order form located at <a href="http://www.ebiss.co.uk">www.ebiss.co.uk</a> or other written instruction from the Customer.
'Plant'	means the mode of transport which EBISS UK LTD uses to transport and move Equipment
'Services'	means all services we agree to provide to you, including packing, handling, warehousing, storage, transportation, import or export services.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 **Basis of the Conditions**

2.1 EBISS UK LTD shall perform its obligations in accordance with any Quotation of EBISS UK LTD which is accepted by the Customer, or any other written order of the Customer, which is accepted by EBISS UK LTD, subject in either case to these Conditions, which shall govern the agreement reached by the parties to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and EBISS UK LTD.

2.3 EBISS UK LTD's employees or Agents are not authorised to make any representations concerning the service offered by EBISS UK LTD unless confirmed by EBISS UK LTD in writing. The Customer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by EBISS UK LTD shall be subject to correction without any liability on the part of EBISS UK LTD.

### 3 **The Use of Agents**

3.1 EBISS UK LTD is a logistics company which facilitates the collection and return of the Equipment or Fine Art and its display or storage either by its employees or by sub-contracting its duties to Agents who will perform EBISS UK LTD's duties in question.

3.2 Should the Equipment or fine Art not be used for an Event, EBISS UK LTD may still subcontract duties to Agents.

3.3 Any price given in a quotation shall be compiled on this basis.

### 4 **The Customer agrees**

4.1 The Customer shall be responsible for ensuring the accuracy of the Quotation and for giving EBISS UK LTD any necessary information relating to the Event or Equipment or Fine Art (as the case maybe). This in particular includes but not limited to the weight and number of items, dimensions, value and Customs or license requirements of the Equipment. Also, the date that the Equipment or Fine Art is available, required on stand or at destination and when it should be returned by along with any special requirements.

4.2 If this information is inaccurate or incomplete, then the Customer agrees to indemnify EBISS UK LTD for any loss it may as a result suffer and

4.3 The Customer must advise EBISS UK LTD if the Equipment or Fine Art is hazardous or peculiar or if packing is required.

4.4 The Customer must advise EBISS UK LTD of its requirements for the storage of its Equipment or Fine Art at the Event which is not exhibited at the Event and in particular whether it wishes EBISS UK LTD to use the services of the on-site agents to store the Equipment (this may lead to the Customer's Equipment or Fine Art returned quicker than if EBISS UK LTD uses Agents who are not affiliated to the Event).

- 4.5 If any aspect of the Event changes, then EBISS UK LTD reserves the right to advise the Customer of any changes to the details set out in the Quotation which may have to change as a result.
- 4.6 No Order which has been accepted by EBISS UK LTD may be cancelled by the Customer except with the agreement of EBISS UK LTD and on terms that the Customer shall reimburse EBISS UK LTD for any loss (including loss of profit), charges and expenses incurred by EBISS UK LTD as a result of cancellation **PROVIDED THAT** if EBISS UK LTD is able to arrange replacement work for the time in question then the Customer's exposure in this regard will be reduced accordingly.
- 4.7 If EBISS UK LTD is providing set-up and/or dismantling services and the Customer has not requested in writing that EBISS UK Ltd perform a pre-build, the Customer agrees that EBISS UK LTD shall not be liable for any alleged damage to the Equipment howsoever caused.
- 4.8 If EBISS UK LTD is providing packing services, the Customer accepts that depending on how the Equipment can be packed, that the final packed specification may be different to the Quotation and that the final Invoice may differ to the Quotation.
- 4.9 Unless by prior written agreement between EBISS UK LTD and the Customer, any duties/taxes or related processing or advancement fees remain the responsibility of the Customer
- 4.9.1 Unless advised otherwise by the Customer at the time of Order, EBISS UK LTD will declare any consignment for UK Export or UK Import on behalf of the Customer to HM Revenue & Customs and the Customer is responsible for providing EBISS UK LTD with a commercial invoice or other formal statement of description, quantity, shipping terms and value for goods including harmonised tariff codes. The customer accepts that declarations and submissions made by EBISS UK LTD in the Customers name as Importer or Exporter are under Direct Representation meaning the Customer is responsible for the identified goods being packed and available as stated, reported as required to interested Government Departments and, for Customs purposes, the classification, origin, regime, status and valuation quoted for the consignment,

## 5 **Collection and Return of the Customer's Equipment or Fine Art**

- 5.1 EBISS UK LTD shall collect the Equipment or Fine Art from the Customer's premises (or any other location where the Equipment or Fine Art is stored of which the Customer advises EBISS UK LTD within 2 working days of collection). In particular the Customer will ensure that EBISS UK LTD shall have the necessary right of access to its premises.
- 5.2 The Customer accepts that any time quoted for the collection (or the return) of the Equipment or Fine Art by EBISS UK LTD is an estimate as events such as traffic delays and availability of Plant are beyond EBISS UK LTD's control and the Customer should always ensure that sufficient personnel are present for a period of two hours either side of the estimated collection or return time
- 5.3 If no such person is present, then EBISS UK LTD will either deposit the Customer's Equipment or Fine Art wherever in all the circumstances it feels is appropriate and incur no liability in respect of damage to or theft of the Equipment or Fine Art occurring as a consequence **OR** EBISS UK LTD can elect to store the Equipment or Fine Art elsewhere in respect of which an additional charge will be made to the Customer by EBISS UK LTD.
- 5.4 Should the Customer wish to have its Equipment or Fine Art delivered or returned to its premises within a certain time after the Event has ended it should advise EBISS UK LTD of this at the time of Quotation and the price may be increased as a result.

## 6 **Insurance**

- 6.1 EBISS UK LTD is able to offer a marine / transit insurance (with exception of vehicles). For insurance cover to be effected the Customer must either provide written instructions or request insurance cover on our 'order form' to incept cover, prior to commencing the transit and agreeing to the terms and conditions. If the customer chooses not take marine / transit insurance via EBISS UK LTD then it remains the Customers' responsibility to take out the necessary insurance cover.
- 6.2 We reserve the right to decline a request for insurance.
- 6.3 For Fine Art shipments, we may decline to provide insurance if we are not able to pack, transport and unpack or if the Packaging is not suitable.
- 6.4 EBISS UK LTD cannot be held responsible for the Customer's failure to take out sufficient insurance cover.

## 7 **Price of the goods**

- 7.1 The price charged by EBISS UK LTD shall be EBISS UK LTD's quoted price which shall be exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to EBISS UK LTD and is valid for 30 days only or until earlier acceptance by the Customer, after which time such price shall be altered by EBISS UK LTD without giving notice to the Customer.
- 7.2 Such price will be based on the costs of using particular Agents and EBISS UK LTD reserves the right, by giving notice to the Customer at any time before delivery, to increase the quoted price to reflect any increased costs. This clause in particular extends to any additional costs incurred at the Event.
- 7.3 Should the Customer change any of its requirements as specified on the Quotation then it agrees to immediately advise EBISS UK LTD who shall prepare a revised Quotation/or advise the Customer in writing of additional charges and for the avoidance of doubt this will

represent the termination of the first contract and if a new contract cannot be agreed then the provisions of clause 4.6 shall apply

7.4 Should the Services differ or the Equipment size increase (or reduce) to the Quotation provided, the final price will be reflected in our Invoice.

## 8 **Terms of payment**

8.1 Subject to any special terms agreed between the Customer and EBISS UK LTD, EBISS UK LTD shall invoice the Customer on two occasions - once the Equipment is despatched to the event and after the Equipment has been picked-up at the Event. If the Equipment is not for an event, an invoice will be raised at the time of collection.

8.2 Invoices shall become payable (and without any other deduction being made unilaterally by the Customer) within 7 days of the date of EBISS UK LTD's invoice or by the due date displayed on the Invoice. The time of payment shall be of the essence. Receipts for payment will be issued only upon request.

8.3 EBISS UK LTD accept payment by credit card but reserve the right to pass on to the Customer whatever extra charge made by a financial institution that EBISS UK LTD incurs as a result

8.4 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to EBISS UK LTD, EBISS UK LTD shall be entitled to:

8.4.1 cancel the contract or delay the return of the Equipment to the Customer until all due payment has been received to EBISS UK LTD's satisfaction; and

8.4.2 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above National Westminster Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

8.4.3 charge the Customer for any additional transport and/or storage charges as a result.

8.5 It is the Customer's responsibility to provide any purchase order number or cost centre details at the time of order. EBISS UK LTD will not accept payment delays due to the customer not providing this information.

## 9 **Risk and property**

9.1 Risk of damage to or loss of the Equipment shall remain with the Customer:

9.2 Until such time as all due payment is tendered by the Customer to EBISS UK LTD, EBISS UK LTD can elect to hold the Equipment as a fiduciary agent and bailee which shall entitle EBISS UK LTD to resell the Equipment

## 10 **Warranties and liability**

10.1 The Customer accepts that EBISS UK LTD is a Logistics Company that facilitates the delivery and assembly of Equipment and Fine Art to certain Events and EBISS UK LTD reserves the right to use Agents to transport the Equipment, store the Equipment or assemble the Equipment or Fine Art at the Event - accordingly EBISS UK LTD shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of EBISS UK LTD, its employees or agents or otherwise) which arise out of the performance by EBISS UK LTD of its duties.

10.2 EBISS UK LTD can make no specific warranties concerning the performance or suitability of any Agent it may instruct in order to perform or assist with its duties

10.3 In particular EBISS UK LTD excludes liability for any loss or theft of the Equipment or Fine Art that may occur during such time as the Equipment or Fine Art is at the Event.

10.4 The Customer is advised to obtain insurance and would be obliged to seek relief from its insurers before considering any claim against EBISS UK LTD.

10.5 Packing and crating services must be requested at the time of order and

10.5.1 Unless crating services are agreed as part of the Services and/or Order Form, the Equipment or Fine Art must be properly and securely packed including corner protection for pictures/paintings, labelled and correctly addressed and able to withstand the normal incidents of the Services;

10.5.2 If crating services are requested, the Equipment must be soft wrapped and for Fine Art, including corner protection for pictures/paintings ready to be placed inside crates. Soft wrapping will not be added to, be replaced, or removed unless requested by the Customer. Crates are lined with polystyrene unless otherwise requested. If any special requirements for crating are needed, these must be notified with Order.

10.6 EBISS UK LTD's liability for loss or damage to goods and/or merchandise shall be limited in the following circumstances to the following:

10.6.1 Carriage of Goods by Air – Warsaw Convention as amended by the Montreal Protocol

- 10.6.2 Carriage of Goods by Sea – Hague-Visby Rules
- 10.6.3 International Carriage by Road – CMR
- 10.6.4 Domestic Carriage by Road - £ 1,300.00 per tonne of goods, lost or damaged
- 10.6.5 Warehousing of goods and merchandise at our premises - £100.00 per tonne of goods lost or damaged
- 10.7 EBISS UK LTD agrees that the Customer will have the benefit of any right of contractual action that EBISS UK LTD would have otherwise had against the Agent and the Customer acknowledges that the Agent owes it a duty of care regarding the Agent's duties.
- 10.8 EBISS UK LTD shall be liable for death or personal injury caused by its negligence.
- 10.9 EBISS UK LTD shall not be liable to the Customer or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of EBISS UK LTD's obligations, if the delay or failure was due to any cause beyond EBISS UK LTD's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond EBISS UK LTD's reasonable control:
  - 10.9.1 Act of God, explosion, flood, tempest, fire or accident;
  - 10.9.2 war or threat of war, sabotage, insurrection, civil disturbance, or requisition;
  - 10.9.3 acts, restrictions, regulations, byelaws, prohibitions, or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 10.9.4 import or export regulations or embargoes;
  - 10.9.5 strikes, lockouts or other industrial actions or trade disputes (whether involving Agents, employees of EBISS UK LTD or of any third party);
  - 10.9.6 difficulties in obtaining labour, Plant, fuel, parts, or machinery;
  - 10.9.7 power failure or breakdown in machinery.
- 11 **Insolvency of Customer**
  - 11.1 This clause applies if:
    - 11.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
    - 11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
    - 11.1.3 the Customer ceases, or threatens to cease, to carry on business; or
    - 11.1.4 EBISS UK LTD reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
  - 11.2 If this clause applies then, without prejudice to any other right or remedy available to EBISS UK LTD, EBISS UK LTD shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 12 **General**
  - 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
  - 12.2 No waiver by EBISS UK LTD of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
  - 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
  - 12.4 These Conditions shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.
  - 12.5 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.