

# Fortec Distribution Network Ltd Standard Trading Terms and Conditions

**1.0** In these Terms and Conditions "the Company" means Fortec Distribution Network Limited and "the Customer" means the person or company who contracts for the services of the Company.

**1.1** The following Terms and Conditions apply to all contracts entered into by the Company.

**2.0** Contracts relating to the transport by road of goods and/or installation of machinery within or between the United Kingdom and/or the Republic of Ireland and/or the Channel Islands and/or the Isle of Man shall be subject to the Road Haulage Association Limited Conditions of Carriage 2009 where the Company is referred to as "the Carrier". Copies of these conditions will be supplied free of charge on request.

**2.1 (a)** Contracts relating to the arrangement of international transport of goods by any means including the transit of goods through a warehouse as part of an international movement but excluding destinations noted in 2.1 (a) above, shall be subject to the British International Freight Association (BIFA) latest Standard Trading Conditions Latest Edition wherein the Company is referred to as "the Company". Copies of these conditions will be supplied free of charge on request.

**2.1 (b)** Additionally, Contracts relating to the carriage of goods by road outside or beyond the United Kingdom, are subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and are otherwise subject to such legislation as may from time to time be applicable.

**2.1 (c)** In all dealings with HMRC for and on behalf of the Customer and/or owner, the company is deemed to be appointed, and acts as, Direct Representation only.

**2.2** Contracts relating to the storage or warehousing of goods shall be subject to the Road Haulage Association Limited Conditions of Storage 2009 wherein the Company is referred to as "the Contractor". Copies of these conditions will be supplied free of charge on request.

**3.0** The Company is not a common carrier and will accept goods only on these conditions.

**3.1** The Company shall not in any event be liable for any consequential loss including, but not limited to, the following: loss of profits, loss of market, loss due to fire or the consequences of fire, or loss due to late delivery, non-delivery or misdelivery howsoever the same arises. Neither party will be liable for any act or omission which is caused by any event beyond its control ("a Force Majeure Event"), including Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, severe weather, acts of local or central government or other competent authorities.

**3.2** The Company reserves the right to charge the Customer in full in respect of waiting time costs incurred by the Company due to the non-fulfilment by the Customer of these Terms and Conditions.

**4.0** Credit facilities may be given by the Company on completion of the credit application process. Until credit facilities are arranged the Company may request cash payment for all or any transactions. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency. Once credit facilities are agreed the following conditions shall apply.

**(a)** No credit is permitted for overseas disbursements and shipping companies' charges, except by prior arrangement invoices are payable upon receipt. Documents (e.g. Bills of Lading) will only be released against such payment.

**(b)** No credit is given on duty or V.A.T. advances on behalf of the Customer and such advances are subject to a facility fee of 3% (minimum charge £10.00). Any duty or VAT unpaid 7 days after invoicing will be subject to interest charges at 2% per month.

**(c)** All other charges for transport, forwarding and related activities are payable by the 21st of the month following date of invoice.

**(d)** Credit limits are fixed at a ceiling of two months turnover.

**(e)** The Company reserves the right to withdraw credit facilities without prior notice to the Customer.

**(f)** The Company reserves the right to charge interest at 2% per month on overdue accounts.

**(g)** The Company reserves the right to raise an administration fee for any cheques returned by its bankers for whatever reason.

**(h)** The Company reserves the right to offset amounts due by the Customer to the Company against amounts payable by the Company to the Customer howsoever arising.

**5.0** Should it be necessary for the Company to instruct a third party e.g. Solicitor or Debt Collection Agency to collect any outstanding balance on behalf of the Company then the following additional Administration Charges will be payable:

Outstanding balance up to £500	-	£10 payable
Outstanding balances between £501-£1000	-	£20 payable
Outstanding balance in excess of £1000	-	£30 payable

These charges are in addition to any Court and Solicitor's fees which may be payable.

**6.0** Please provide any details of queries or disputes, in writing, within three weeks of receipt of any invoices.

**7.0** These Standard Trading Terms and Conditions cannot be altered or varied without the prior approval of a Director of Fortec Distribution Network Limited which should be confirmed in writing.

**8.0** The Company reserves the right to vary any of the above without necessarily giving prior notice to the customer.

**9.0** These Terms and Conditions and any act or contract to which they apply shall be governed by English law and any dispute arising out of any act or contract to which these Terms and Conditions shall apply shall be subject to the exclusive jurisdiction of the English Courts.

Fortec Distribution Network Ltd