

# Cool Cube Logistics Ltd

## Terms and Conditions

All quotations and work carried out by Cool Cube Logistics Limited are subject to our standard terms and conditions as stated in this document.

### 1. Orders/ Service

- a) All quotations are made, and orders accepted under the following conditions. We must give written agreement to new or altered conditions. All orders accepted by us are under these conditions and not your conditions.
- b) Once we have processed your order you cannot cancel or amend it.
- c) The price we charge for the service is the price we charge on the day of the service. We will add V.A.T to our prices at the proper rate at the time we provide the service.

### 2. Service

- a) We will try to meet all delivery deadlines, but we are not legally liable for any delay in delivering or any losses caused by a delay.
- b) Any additional charges that apply will be notified and added to your invoice.

### 3. Risk of loss

- a) Once the goods have been delivered as per your instruction you are responsible for any loss or damage caused to the products after we have fulfilled our delivery commitment.
- b) The goods must be examined immediately when they are delivered, and we must be notified within 24 hours of any damage/ issues.

### 4. Accepting the goods

- a) We will assume that the delivery has been successful unless you notify us within 24 hours.

### 5. Guarantees

- a) We are not liable for the following -
  - Any direct loss or damage except the liabilities we have already mentioned
  - Any indirect, consequential or incidental loss or damage of any kind (including loss of profits, revenue or contracts) or for any damage to or destruction of any property.
  - Injury to, or the death of, any person unless that injury is caused by our carelessness or that of our employees.
- b) You must indemnify us against all claims, actions, costs, losses, damages or expenses caused by our service.

### 6. 'Force Majeure'

- a) Without prejudice to any other terms of this agreement we are not liable for any act or omission or if we do not enforce, or we delay enforcing any condition of this agreement because of any circumstances or causes beyond our control.

### 7. Waiting and Collection Fees

- a) Cool Cube Logistics Ltd allocate waiting times for collections and deliveries of all consignments free of charge. Collections/ delivery charges will apply following the initial free of charge period as listed below:
  - Van – 60 minutes free of charge at both collections and deliveries. Waiting time is then charged at £30 per hour in 15-minute increments.
  - 7.5t - 60 minutes free of charge at both collections and deliveries. Waiting time is then charged at £40 per hour in 15-minute increments.
  - Class 2 vehicles (10t- 26t) 60 minutes free of charge at both collections and deliveries. Waiting time is then charged at £45 per hour in 30-minute increments.
  - Class 1 vehicles (with or without trailer) 60 minutes free of charge at both collections and deliveries. Waiting time is then charged at £50 per hour in 30-minute increments.

b) Any bookings cancelled after our driver has left our depot will be subject to a cancellation fee.

8. Please note that goods will be accepted for carriage only subject to FTA conditions of carriage 2018.

#### 9. Credit terms

a) We will open your credit account following a completed customer application form and a successful credit check.

b) Payment terms will be set at a maximum of 30 days from date of invoice unless otherwise advised and we will advise you in writing of your credit information prior to commencement of work.

c) If you delay paying for no good reason we may choose to suspend deliveries until we have received all payments due.

d) If you do not pay within our terms we reserve the right to charge interest in accordance with the provisions and rates provided in the Late Payment of Commercial Debts (interest) act 1998.

e) Invoices will be processed and sent via email.

f) Payments should be made via bank transfer unless otherwise agreed.

g) If you disagree with an invoice you must inform us in writing within 7 days of our service, and that if our investigation confirms that your query is valid you do not need to pay for the amount in dispute on the invoice or any interest due.

h) It is your responsibility to provide a valid Purchase Order within 48 hours of our service provided.

i) We reserve the right to withdraw our credit facilities at any time.

10. If any condition or part of condition in this Agreement is not valid or cannot be enforced this will not affect any part of the conditions of Agreement.

11. If the ownership of your company changes we will automatically cancel this Agreement and negotiate a new one.

12. You shall procure that your officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of you in connection with this Agreement shall:

a) Not commit any act or omission which causes or could cause it or Cool Cube Logistics Ltd to breach or commit an offence under any laws relating to anti-bribery or anti-corruption.

b) Comply with Cool Cube Logistics Ltd anti-corruption policy as updated from time to time, a current copy is available upon request.

c) Keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this condition and permit Cool Cube Logistics Ltd to inspect those records as required.

d) Promptly notify Cool Cube Logistics Ltd of any request or demand for any financial or other advantage received by it, and any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement, and:

e) Promptly notify Cool Cube Logistics Ltd of any breach of this condition, Cool Cube Logistics Ltd may terminate this Agreement immediately by giving notice to that effect to you if you are in breach of condition 10.

#### 13. Governing Law

a) This Agreement, for all purposes, is governed and construed by the laws of England and Wales and both parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Unless we have agreed otherwise in writing, our standard conditions of sale also apply.