

**O'Connell Warehousing (Ireland) Limited
And
O'Connell Transport Limited**

GENERAL TRADING CONDITIONS

The Company undertakes all services or enters into all contracts subject solely to the following conditions, which can be varied only in writing by a Director of the Company.

The Customer's attention is specifically drawn to Condition 30. Condition 30.3 (ii) has been included herein solely to relieve the owner of the goods the subject of the contract (the "Goods"), or the owner's agent, of the additional costs that the Company would need to include to recover insurance charges were its liability in respect of providing warehousing services not limited as provided for in Condition 30.3 (ii). Condition 30.3 (iii) will become operative at the option of the Customer but subject to the express terms provided therein. The Customer's attention is also drawn to the Customer Indemnity at Condition 36 and the Company Limitation of Liability at Condition 37. In relation to Container sales, servicing and storage the Customer's attention is drawn to Condition 40 and the limitation on liability set out therein.

1. All and any business undertaken or service provided, whether gratuitously or not, whether on foot or written or verbal agreement, by O'Connell Warehousing (Ireland) Limited or O'Connell Transport Limited (herein together called "the Company") is transacted subject to the conditions hereafter set out and each condition shall be deemed to be incorporated in and be a condition of any agreement between the Company and its Customer. Should the Customer wish to contract with the Company otherwise than in the subject of these conditions, special arrangements can be made and revised prices quoted, provided that such arrangements shall only apply if reduced to writing and signed by a director or secretary of the Company. Save as aforesaid, no Agent or employee of the Company has the Company's authority to waive or vary these conditions.
2.
 - (i) The Company is a haulage and logistics company and warehouse keeper and, subject to the following provisions, shall be entitled to arrange all or any of the carriage, storing, packing or handling of the goods or any other services required by the Customer, as Agent on behalf of the Customer or to provide all or any of such services as principal contractor. The word "goods" in these conditions shall include any packaging, containers, products or equipment including shipping containers.
 - (ii) When acting as an Agent the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any 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.
 - (iii) To the extent that the Company itself, by its own servants or Agents, performs all or any of the carriage, storage, packing or handling of the goods, or any other services required by the Customer, the Company shall be deemed to provide such services, or the part so performed, as principal contractor.
 - (iv) The Company shall be deemed to be acting as Agent in any case where the Company enters into a contract with any other person for the carriage, storage, packing or handling of the goods or for any other services in relation thereto and such contract is capable of being enforced by the Customer as principal, whether or not the Customer is named or disclosed as principal by the Company.
 - (v) The charging or agreement to charge a fixed price for any services shall not of itself determine whether the Company arranges such services as Agent or provides the same as principal contractor.
 - (vi) All carriage of Goods by the Company is at the sole risk of the Customer and it is the exclusive and sole responsibility of the Customer and/or any other person interested in the Goods being carried to effect and maintain adequate and sufficient insurance cover on the Goods against all appropriate risks as may be deemed necessary by them while same are being so carried and transported.
 - (vii) Whether acting as Agent or Principal Contractor, the Company's liability remains limited in accordance with the conditions set out in these General Trading Conditions.
3. Customers entering into transactions of any kind with the Company expressly warrant that they are either the Owners or the authorised Agents for the Owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as Agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
4. Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Unless otherwise agreed in writing, the Company shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside the

Company's control occurring in terms of rates of freight, insurance premia or any charges applicable to the goods.

5.
 - (i) The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for any purpose and undertakes to indemnify the Company against all losses, damages, and expenses whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
 - (ii) Except where the Company is instructed in writing to pack the goods the Customer warrants that all goods have been properly or sufficiently packed and/or prepared.
 - (iii) While Agents on site may be instructed to repack consignments after an exhibition for return or onward transmission, facilities and expert packers are not normally available. While reasonable care will be exercised, no responsibility can be accepted by the Company or the site Agents for claims arising from inadequacies in packing.
 - (iv) The Customer warrants that where the Company receives the goods from the Customer already stowed in or on a container, trailer, pallet, tanker or other device specifically constructed for the carriage of goods by land, sea or air (each hereinafter individually referred to "the Transport Unit"), the Transport Unit is in good condition and is suitable for the carriage to the intended destination of the goods loaded therein or thereon.
6. The Customer shall be liable for any duties, taxes, payments, fines, imposts, levies, deposits or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
7. Except under special arrangements previously made in writing, the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. 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 arrangement previously made in writing, he shall be liable for all loss or damage whatsoever caused by, to or in connection with the goods, however arising, and shall indemnify and/or compensate the Company against all injury to person or property, penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be 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 time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health though the Company will, where reasonably practicable, contact the Customer prior to destroying the goods. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.
8. Except under special arrangements previously made in writing, the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock, plants, illegal/illicit substances of any kind or human remains. 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 the goods however caused.
9. Subject to express instructions in writing given by the Customer the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company shall be at liberty so to do.
10. Any instructions or business accepted by the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself, by its own servants performing part or all of the relevant services, or by the Company employing or instructing or entrusting goods to others on such conditions as such others may stipulate to perform part or all of the services.
11. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations where applicable.
12. The Company shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other Customers.
- 13(a) If the 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 agreed, (at which time the Company's liability and/or responsibility in respect of such goods ends), the Company is 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 shall forthwith on demand be paid by the Customer to the Company. In any event the Company may at any time serve notice on the Customer and exercise its rights under clause 13(b) hereof.

- 13(b). The Company shall be entitled to sell or dispose of:
- (i) On 30 days notice in writing to the Customer or, where despite reasonable efforts the Customer cannot be traced, after the goods have been held by the Company for 90 days, all goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee or for any reason, and
 - (ii) Without notice perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked which in the opinion of the Company would be likely to perish in the course of the carriage, storage or handling.
 - (iii) All charges and expenses in connection with the sale or disposal of the goods shall be paid by the Customer.
14. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Customer or the Sender, Consignee or Owner to the Company. The Company shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums after 30 days written notice given by the Company.
15. (i) All sums due to the Company are payable on demand 30 days after receipt of invoice or otherwise agreed in writing. Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or setoff.
- (ii) Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated on a daily basis and with effect from 1 January 2020, the late payment interest rate is 8.00% per annum (that is based on the ECB rate as at 1 January 2020 of 0.00% plus the margin of 8%). This currently equates to a daily rate of 0.022%.
16. (i) When goods are accepted or dealt with upon instructions to collect freight duties, charges or other expenses from the Consignee or other person the Customers shall remain responsible for same if they are not paid by such Consignee or other person immediately when due.
- (ii) The Company shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these conditions not only as against or from the Customer, but also if it thinks fit against or from the Sender and/or Consignee and/or Owner.
17. (i) In no circumstances whatsoever shall the Company be liable to the Customer for consequential loss or loss of market howsoever caused whether in relation to the transport (including sale, servicing or storage of containers) or warehousing services provided by the Company to the Customer.
- (ii) Without prejudice to any other conditions herein or other defences which may be open to the Company, in no circumstances whatsoever shall the Company be liable to the Customer for delay or deviation howsoever caused in a sum in excess of the Company's own charges in respect of the relevant transaction or in accordance with the Company's limitations of liability as set out herein, whichever is the lessor.
- (iii) Without prejudice to any other conditions herein except under special circumstances previously made in writing, advice and information which is not related to specific instructions accepted by the Company, is provided gratuitously and without liability. In any event any advice and information provided is for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs and/or expenses arising out of other persons relying upon such advice or information.
18. In no case whatsoever shall any liability of the Company, in respect of Transport services provided by it, howsoever arising, notwithstanding that the cause of loss or damage be unexplained exceed:
- (i) The value of the goods or
 - (ii) a sum at the rate of €1,651 per tonne gross weight of the goods, whichever shall be the less.
19. Any claim by the Customer against the Company in respect of the Transport services provided by it shall be made in writing and notified to the Company. In any event the Company shall be discharged from all liability:
- (i) for loss from a package or unpacked consignment or for damage or mis-delivery (howsoever caused) unless notice be received in writing within seven days after the end

of transit (or if the goods are intended for onward transit, that phase of the transit performed by the Company).

- (ii) for loss or non-delivery of the whole of the consignment or any separate package forming part of the consignment (howsoever caused) unless notice be received in writing within seven days of the date when the goods should have been delivered.
20. In addition to and without prejudice to the foregoing conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation and in particular the Customer shall indemnify the Company in respect of any liability whatsoever it may be under to any servant, Agent or sub-contractor or any haulier, carrier, warehouseman or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against such person by the Customer or any sender, Consignee or Owner of the goods or by any person interested in the goods or by any other person whatsoever.

In addition to the other General Conditions:

21. Conditions 23 to 25 below apply where to the extent that the Company acts as an Agent on behalf of the Customer.
22. The Company shall be entitled to enter into contracts:
- (i) for the carriage of goods by any route or by any mode of transport it deems appropriate,
 - (ii) for the storage, packing or handling of the goods by any persons or at any time or places or for any length of time, and to do such acts as may be necessary or incidental thereto at the reasonable 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 interests. The Customer expressly authorises the Company to do such acts and enter into such contracts on behalf of the Customers so as to bind the Customers by such acts and contracts in all respects, notwithstanding any departures from the Customer's instructions as aforesaid.
23. The Company shall be entitled to delegate the performance of all or any of its obligations as Agents to any other person, firm or Company. The contract between the Customer and the Company is made by the Company on its own behalf and not as an Agent for and on behalf of any parent, subsidiary or associated Company and such Company shall have no liability or responsibility in respect of the performance of this contract to the Customer. To the extent, if any, that such other company could be held liable, the Customer agrees that it will not seek to impose upon such company a liability greater than or additional to that accepted by the Company under these conditions.
24. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to forwarding Agents.
25. The Company shall not be liable to the Customer for loss or damage arising from any noncompliance or mis compliance with the Customer's instructions or for any failure to perform whether wholly or in part their obligations (whether such obligations arise in contract or otherwise) unless the same is due to the negligence of the Company or its servants and in any event any such liability is limited by the terms herein contained.

In addition to the other General Conditions:

26. Conditions 27 to 28 below apply where to the extent that the Company acts as principal contractor.
27. The Company is not a common carrier and transacts business only on the basis of these conditions.
28. The Company shall not be liable to the Customer or Owner for loss or damage to the goods nor for any such loss or damage as referred to at condition 25 unless the same is due to the negligence of the Company or any subcontractors employed by the Company or its or their own servants and only then to the extent of the limitation of liability set out in these Conditions of Trading.
29. The Customer's attention is drawn in particular to Condition 30.3. Condition 30.3 (ii) has been included herein solely to relieve the owner of the goods the subject of the contract ("the Goods"), or the owner's agent, of the additional costs that the Company would need to include to recover insurance charges were its liability not limited as provided for in Condition 30.3 (ii). Condition 30.3 (iii) will become operative at the option of the Customer on the terms provided therein.

- 30.1 The Company is not a common carrier, and the rights and liabilities of the parties hereunder shall be determined on the basis that the Company is not such a common carrier.
- 30.2 The Customer further warrants that:-
- (a) When presented for warehousing, the Goods will be securely and properly packed and in such condition as not to cause damage or injury or the likelihood of any damage or injury to the property of the Company or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or by reason of the goods themselves being hazardous or dangerous goods or otherwise howsoever. The Customer shall indemnify the Warehouse Keeper against all claims of whatsoever nature arising out of or in any way connected with any such damage or injury.
- (b) Before presentation of the Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature or condition of the Goods, and of any statutory duties specific to the Goods with which the Company may need to comply.
- 30.3 (i) Except as provided in Condition 30.3 (iii) below, the Company does not insure the Goods and the Customer should make arrangements to cover the Goods against all risks to the full insurable value thereof.
- 30.3 (ii) The Customer warrants by entering into agreement for the provision of warehousing services with the Company that it does so on the basis that the liability of the Company shall in no case exceed a total of €254 per tonne weight of that part of the Goods in respect of which a claim arises. The Company shall in no case be liable for any indirect or consequential loss of any kind whatsoever or howsoever arising. Furthermore, and without prejudice to the foregoing and in particular the limit of €254 per tonne, there is a total cap of €380,000 irrespective of the number of tonnes of goods in respect of which a claim arises. For the avoidance of any doubt therefore, subject to the €254 per tonne proviso, the Company's maximum aggregate liability in respect of the goods of the customer, irrespective of the value of same or the number of tonnes in respect of which a claim is made, is €380,000. This is the total cover the Company has in place and applies in respect of all customers cumulatively and for the avoidance of doubt is not specific cover for any one customer.
- 30.3 (iii) The limit of liability in Condition 30.3 (ii) may be increased by written agreement, in which event:-
- (a) The Customer shall give written notice to be received by the Company at least seven days before the date on which the increased insurance cover is required to be operative and shall specify the nature and the maximum value of the Goods to be at risk. Under no circumstances will the Company be liable for any difference between the value given by the Customer and the insurance cover taken out, and
- (b) The Customer shall accept an increase in the Company's charges to cover all costs incurred in obtaining insurance to provide additional cover for the Customers goods, and
- (c) The Customer accepts that until such time as the required insurance is obtained and confirmed to the Customer by the Company, that the limitations on liability as set out in these General Conditions of Trading shall prevail and furthermore the Customer expressly acknowledges and accepts that even where such additional insurance cover is obtained, in the event of any claim being denied by the insurer, for any reason whatsoever, then the Company's limitations of liability as set out in these General Terms of Trading shall apply and the Company shall in no way be responsible for satisfying the claim in the absence of the insurer doing so, and
- (d) In the event that such additional insurance cover is not possible to obtain, or only partial cover is obtained, or any such cover is obtained but later lapses or cannot subsequently be obtained, then or in any of those situations, the Customer accepts that in continuing to trade with the Company that it does so on the basis that the Customer accepts that the Company's maximum liability in respect of the Customers Goods is limited to €254 per tonne up to a maximum of €380,000.
- 30.3 (iv) In all cases the Company shall not be liable for any claim unless it has been notified in writing to the Company by the Customer within 7 days of the cause of the

claim coming to the Customer's implied or express knowledge. In this regard an objective test would be applied in order to determine whether the Customer would or should have had implied knowledge of the claim.

- 30.3 (v) The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of Customer's warranties contained in Condition 30.2 (or by any of the circumstances by virtue of which the Company is relieved of its contractual obligations).
- 30.3 (vi) The benefit of these Conditions shall extend to all employees, agents, servants and directors, from time to time of the Company, who shall each be entitled to every right, defence, and exemption or limitation of liability to which the Company is entitled hereunder.
- 30.4 (i) In any of the circumstances referred to in paragraph 30.4(ii) hereof, and otherwise with the written consent of the Customer, the Company shall be entitled to arrange for any part of the services to be performed by other contractors, and in this event these terms and conditions shall apply to such services.
- 30.4 (ii) The circumstances referred to in paragraph 31.4 (i) hereof are storms, floods, explosion, riot, industrial dispute, labour disturbance, virus/disease, cyber-attack or any other emergency reasonably requiring such action by the Company.
- 30.5 Notwithstanding any notice given in accordance with Condition 30.3 (iii) (a), the Customer shall indemnify the Company against any loss or damage suffered by the Company including costs and expenses reasonably incurred by it to the extent that such loss or damage is caused or contributed to by a breach of any of the Customer's warranties contained in Condition 30.2.
- 30.6 The Customer may give written authority for the Goods or any part thereof to be transferred by the Company to the account of another party but subject to the Customer ensuring before the effective date of the transfer that such other party notifies the Company in writing that it is to become the Customer and is to be bound by these Conditions and by any notice given under Condition 30.3 (iii) (a).
- 30.7 When reasonably necessary, vehicles or other means of conveyance may be changed and may deviate or depart from their intended route, and at the discretion of the Company the Goods may be carried, stored or handled with other compatible goods or transferred between stores.

CHARGES, PAYMENTS AND LIEN

31. (1) The Company's charges, which may be increased from time to time by at least 30 days prior notice to the Customer, shall be payable at such periodic intervals or on the expiry of such period of credit as may have been agreed between the parties, or, in any event, before removal of the Goods from the Company's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated on a daily basis and with effect from 1 January 2020, the late payment interest rate is 8.00% per annum (that is based on the ECB rate as at 1 January 2020 of 0.00% plus the margin of 8%). This rate equates to a daily rate of 0.022%. Further, the Company shall have a general as well as a particular lien on the Goods for payment of all amounts due from the Customer on any account.
- (2) All Warehouse rates are liable to be increased at any time upon the Company sending to the Customer not less than 30 days prior notice in writing before any increase comes into operation. Upon receipt of such notice the Customer shall have the option of removing his goods from the Company's warehouse on payment of all charges accrued up to the date of such removal. If goods are not so removed before the increase comes into operation the Customer shall be deemed to have agreed to the increased rates and shall be liable accordingly.

TERMINATION

- 32 (i) The Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the Goods within 30 days from the date of such notice, or in the case of perishable goods within three days.
- (ii) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with Clause 32 (i) having been given) at the due time, the Company may, without prejudice to its other rights and remedies against the Customer give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 30 days, or in the case of perishable goods within seven days from the date of notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's entire risk and expense by the best method reasonably available, and the proceeds of any sale or

disposal shall be remitted to the Customer after deduction therefrom of all expenses and all amounts due to the Company from the Customer on any account.

(iii) In the case of perishable goods, notice under Condition 32 (ii) may be combined with a notice, if any, under Condition 32 (i).

(iv) In every case where the Company gives notice to the Customer to remove its goods, there shall be no liability accepted by the Company in respect of the removal or relocation of such goods and all or any costs associated with removal of goods and/or relocation of goods shall be solely the responsibility of the Customer.

FRUSTRATION OF CONTRACT

33. The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by or their non-performance results wholly or partly directly or indirectly from the act, neglect or default of the Customer, including any breach by the Customer of these conditions and/or their warranties, AND/OR by reason of any storm, flood, fire, explosion, breakdown or failure of the plant or machinery, riot, civil disturbance, virus/disease, industrial dispute, labour disturbance or any other cause beyond the reasonable control of the Company. In the event of the Company serving Notice of Frustration of Contract, which it in its absolute discretion will determine, then the provisions of Condition 32. (iv) above will apply in terms of any relocation/vacation costs incurred by the Customer.

GENERAL

34. (i) Each exclusion or limitation in these conditions exists separately and cumulatively.

(ii) When reasonably necessary and at the discretion of the Company, the goods may be carried, stored or handled with other compatible goods or transferred between storage.

(iii) Any notice or statement of account to be given under these conditions either by the Company or the Customer shall be duly given if left at or sent by certified post to the last known registered address of the Customer or Company or by email to the last notified email and such notice or statement of account shall, if posted, be deemed to have been given 2 working days after posting and if by email the next working day.

(iv) Where the Company or any subcontractor employed by the Company is the "carrier", under contract subject to legislation compulsorily applicable thereto, the Company shall be entitled to all the rights, amenities, exceptions and limitations conferred on the carrier by such legislation and if these conditions are repugnant to any such legislation, the same shall be void to the extent of such repugnancy but no further.

(v) Where goods which are classified as hazardous are being handled by the Company, the Customer shall provide the Company with full details of the official ADR and/or IMO classification(s) of the goods together with the appropriate documentation.

(vi) The headings and captions in these conditions are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

(vii) If any of the provisions of these Conditions are found by any competent authority to be void or unenforceable, such provision shall be deemed to be deleted and severed from these Conditions and the remaining provisions of these Conditions shall continue in full force and effect.

(viii) A waiver by either party to this Agreement of any breach of any of the terms, provisions or conditions of this Agreement or any acquiescence shall not constitute a general waiver of such terms, provisions or conditions or of any subsequent acts contrary thereto.

35. The Company shall have no liability whatsoever in respect of agents, employees, servants or subcontractors of the Customer and the Customer agrees and hereby acknowledges that it holds in place adequate employers liability cover in respect of such personnel and in any event indemnifies the Company in respect of any claim for personal injury or any other claim whatsoever which may be brought by such person. It is also agreed by the Customer that such an indemnity extends for a period of six years post the date of termination of the Customer's trading relationship with the Company.

CUSTOMER INDEMNITY

36. Without prejudice to the foregoing, whether in relation to warehousing or transport services provided by the Company, the Customer shall and hereby (by virtue of entering into agreement with the Company for the provision of services) expressly agrees to save harmless and keep the Company indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability, if any, of the Company under these Conditions of Trading. For the avoidance of

any doubt, the maximum liability of the Company in respect of the provision of Transport services in respect of any one Consignment howsoever arising and notwithstanding any lack of explanation is in any case limited to and does not exceed:-

(1) in respect of the whole of the Consignment, the lesser of the value of the Consignment or a sum at the rate of €1,651 per tonne on the gross weight of the Consignment up to a maximum claim value of €380,000;

(2) in respect of part of a Consignment, the lesser of the value of such part or the proportion of the sum ascertained in accordance with 36 (1) which the actual value of that part of the Consignment bears to the value of the whole of the Consignment subject as aforesaid to a maximum value of €380,000 for the whole of the Consignment and for this purpose, the Company is entitled to require proof of the value of the whole of the Consignment.

And in relation to Warehousing services provided by the Company the maximum liability of Company for any claim in respect of the goods of the Customer or for any breach of agreement howsoever arising and notwithstanding any lack of explanation is in any case limited to and does not exceed €254 per tonne up to an aggregate liability of €380,000.

COMPANY LIMITATION OF LIABILITY

37. In relation to Warehousing and Transport Services (including containers) provided by the Company, notwithstanding any act, neglect or default of the Company, whether or not caused by negligence, the Company shall not in any circumstances be liable for any claim or for any loss or damage to or deterioration in goods caused or contributed to by (a) any delay in reception transmission or delivery of goods; (b) any inherent vice or defect in the goods or the insufficient or unsuitable packing thereof; (c) strike, lock-outs, fire, civil commotion or riot, usurped power or the acts of the enemies of the State, wanton destruction, floods, burst pipes, virus/disease, water or dampness or impact with any motor or other vehicle; (d) theft or pilferage; (e) damage by pests or vermin or other animals or any act or neglect of the Company its employees, agents or sub-contractors or their servants or agent whether or not acting in the course of their employment as such servants or agents. Under no circumstance shall the Company be liable for any consequential loss of the Customer. Such limitation is subject only to the conditions herein contained.

APPLICATION OF THESE GENERAL TRADING CONDITIONS

38. These General Trading Conditions shall apply and be incorporated into every and all agreements with the Company whether as licensee, or customer of either warehousing or transport services including sale and storage/servicing of containers as appropriate. For the avoidance of doubt, these General Trading Conditions apply to any party who has licenced a warehouse from the Company and all limitations of liability apply to such licence as if expressly incorporated into such agreement.

It is hereby expressly agreed that no servant agent or independent contractor of or employed by the Company shall in any way circumstances whatsoever be under any liability to the Customer for any damage injury detention loss delay mis-delivery or non-delivery of or to the goods while in the course of or in connection with his employment and the Company's servants agents and independent contractors shall have the benefit of the foregoing indemnities and limitations of liability.

JURISDICTION AND APPLICABLE LAW

39. These conditions and any act or contract to which they apply shall be governed by Irish law and the Customer hereby submits to the exclusive jurisdiction of the Irish courts.

CONTAINER DEPOT TERMS OF TRADING

40. The Doctrine of "*caveat emptor*" shall apply in respect of Container sales and the Company shall give no warranty of any kind in relation to same. In relation to the servicing of containers, while the Company will endeavour to use manufacturers recommended spare parts in repairing containers, the Customer agrees to keep the Company harmless and indemnified from and against all claims, costs and demands by whomsoever made or preferred for which the Company would not have been liable or responsible had the Company not undertaken the servicing or storage of the container/s or provided other services thereto. In relation to storage of containers, same are stored with the Company at owners' risk and the Company accepts no responsibility of any kind in relation to same. Without prejudice to the foregoing, the other indemnities provided by the Customer under these General Conditions of Trading as well as the limitations on liability set out herein, shall apply also in respect of containers sales, servicing, and storage.