

## GREEN EXPRESS COURIERS LIMITED TERMS AND CONDITIONS OF CARRIAGE

1. Definitions "the Carrier" means Green Express Couriers Limited of Classic House, Green Street, Dublin 7 which expression shall, unless the context requires otherwise, include any sub-contractor appointed by the Carrier pursuant to Clause 3 below.

"the Customer" means the person or company who contracts for the services of the Carrier, including any other carrier who gives a Consignment to the Carrier for carriage.

"the Contract" means the contract of carriage between the Customer and the Carrier,

which shall be made subject to these Terms and Conditions. "the Consignee" means the person or company to whom the Carrier contracts to deliver the Consignment.

"the Consignment" means goods in bulk or contained in one parcel, package, container or envelope, as the case may be, or any separate number of parcels, packages, containers or envelopes sent at one time in one load by or for the Customer from one address to one address. For the avoidance of doubt, the expression "goods" shall include papers and documents, other than those expressly excluded in these Terms and Conditions. "Dangerous Goods" means dangerous substances as defined in the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 (and any amendment or replacement thereof), explosives, radioactive substances and any other substance presenting a similar hazard.

2. General  
The Carrier is not a common carrier and accepts at its sole discretion Consignments for carriage only upon that condition and the Terms and Conditions contained herein. Save as may be agreed in writing by a Director of the Carrier, no servant or agent of the Carrier is permitted to alter or vary these Terms and Conditions in any way.

### 3. Dangerous Goods

Dangerous Goods must be disclosed by the Customer in advance and if the Carrier agrees to accept them for Carriage they must be classified, packed and labelled in accordance with the statutory regulations for the carriage by road of the substance(s) declared. Information in writing in the manner required by the relevant statutory provisions or by the relevant body authorised by statute to make regulations must be provided by the Customer in respect of each substance and must accompany the Consignment.

### 4. Cash

The Carrier will not accept any Consignments for carriage by Green Express Couriers Ltd which contains cash. Under no circumstances will the Carrier accept liability for loss of consignments which contain cash.

### 5. Carrier's Charges

The Carrier's charges shall be made in accordance with its tariff current at the time of performance of the Contract. Invoices will be prepared by the Carrier at least once a month. Credit facilities may be withdrawn by the Carrier at its absolute discretion at any time and the balance outstanding shall become due immediately on demand.

### 6. Liability for Loss and Damage

6.1 Subject to the provisions of Condition 7 below, the Company shall not be liable for any delay, mis-delivery, loss of damage to or theft of the Goods, whether whilst in transit or otherwise arising from any cause whatsoever whether such delay, mis-delivery, loss or damage or theft shall arise from negligence, wrongful act or omission and/or any default or breach of duty of the Company and/or its agents or whether sustained as a result of a delay or otherwise, arising directly or indirectly, from any representation made by the Company, its servants and/or agents. The Customer hereby indemnifies the Company against all claims made against the Company by a third party in respect thereof.

## 7. Limitation of Liability

7.1 In no case whatsoever shall any liability of the Company however arising (and not withstanding that the circumstances of damage of loss be unexplained) exceed the value of the Goods in respect of € 30.00.

7.2 Subject to clause 7.1 above the Company shall not in any circumstances whatsoever be liable for any direct, indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.

7.3 All Goods received, held, stored, handled, moved, packed, delivered or otherwise dealt with by the Company (whether as principals or agents) at the Customers or the owners sole risk. The Company and/or its agents accept no liability whatsoever, whether in contract, tort or otherwise in connection therewith. 7.4 The Company shall not be liable for shortages claimed in the contents of sealed or locked consignments or for any Goods stolen whilst in transit. 7.5 The Company shall be granted all necessary time and other indulgences necessary in the event of breakdown of the transport vehicle, traffic congestion, weather conditions, obstruction of any public or private road, or otherwise circumstances beyond its agents control and shall not be liable for any delays, loss or damage thereby.

7.6 The Company shall not be liable for any loss or damage sustained by the customer and/or owner if and to the extent that such loss or damage is caused by: 7.6.1 strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise or reasonable diligence; 7.6.2 any cause or event which the Company is unable to avoid, to include any act of God;

7.6.3 seizure or forfeiture under legal process;

7.6.4 error, act, omission, mis-statement, misrepresentation by the Customer or the other owner of the goods or by their servants or agents; 7.6.5 riot or civil commotion;

7.6.6 the consignee not taking or accepting delivery within a reasonable time after the Goods have been tendered.

## 8. Packaging

8.1 Customer warrants that all goods have been properly and sufficiently packed, sealed and/or prepared so as to protect it against damaging in the course of transit. The Company accepts no liability whatsoever for any loss or damage sustained or occasioned to the Goods as a result of insufficient or improper packing, sealing and/or preparation.

## 9. Insurance

Couriers can arrange insurance covering the actual cash value in respect of loss or physical damage to the consignment. Insurance does not cover indirect loss or damage, or loss or damage caused by delays. Insurance can be purchased for the applicable premium.

9.1 Where the option of insurance is not taken, the Green Couriers liability is limited.

## 10. Time Limits for Invoice Queries / Claims

10.1 The Carrier must be advised of all Invoice Queries strictly within 7 days from date of invoice otherwise the query will not be considered or processed. 10.1.1 The Carrier shall not be liable for: Loss of a parcel, package, or container or from an unpacked Consignment or for damage to a Consignment or any part of a Consignment or Loss or misdelivery or non-delivery of the whole of the Consignment or any separate parcel, package or container forming part of a Consignment unless the Carrier is advised of the loss, misdelivery or non-delivery in writing, otherwise than upon a consignment note or a delivery document within 3 days and the claim giving details of quantum and the circumstances of any loss is made in writing within 7 days after the commencement of transit as determined above.

## 11. Indemnity to the Carrier

11.1 The Customer shall indemnify the Carrier against:

11.1.1 All consequences suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packaging, labelling or addressing of the Consignment or fraud; 11.1.2 All claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier under these Terms and Conditions; 11.1.3 All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Customer as such;

## 12. Impossibility of Performance

The Company shall be relieved of its obligations to perform the services to the extent that the performance is prevented by failure of the Customer, weather conditions, industrial dispute, labour disturbance or any other cause beyond the reasonable control of the Company.

## 13. General Lien

The Carrier shall have a general lien on all the Goods in the Carrier's possession under this Agreement, which are the property of the Sender, to secure the payment by the Sender of all sums due to the Carrier under this Agreement.

## 14. Governing Law and Jurisdiction

These Terms and Conditions and each and every contract made pursuant thereto shall be governed by and construed with Laws of Ireland and the trader hereby submits to the non-exclusive jurisdiction of the Irish Courts.