

Commercial drivers personnel LTD – Overnight Pallet Terms and Conditions of Business

1. Interpretation

1.1 In these Conditions, the following definitions commercial drivers personnel Ltd (CDP):

Acceptance: means when:

(a) Goods come under the control or custody of a CDP employee, agent or subcontractor in accordance with these Conditions and such CDP employee, agent or subcontractor has had reasonable opportunity to fully inspect the condition and quantity of the Goods; and
(b) receipt of such Goods has been acknowledged in writing or in an agreed electronic form by such CDP employee, agent or subcontractor; and the terms Accept, Accepts and Accepted shall be interpreted accordingly.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

CMR: the United Nations Convention on the Contract for the International Carriage of Goods by Road (signed in Geneva on 19 May 1956) as amended.

Charges: the charges payable by the Customer for the supply of the Services.

Conditions: these terms and conditions.

Consignee: the person to whom CDP contracts to deliver the Goods.

Consignment: Goods, whether a single item or in bulk or contained in one package or container, as the case may be, or any number of separate items, packages or containers sent at one time in one load by or for the Customer from one address to another address.

Contract: the contract between CDP and the Customer for the supply of Services in accordance with these Conditions.

Customer: any person at whose request or on whose behalf CDP undertakes any business or provides Services.

Customer's Group: The Customer, its ultimate holding company and all subsidiaries of its ultimate holding company.

Force Majeure Event: an event beyond the reasonable control of CDP, including strikes, lock-outs or other industrial disputes (whether involving the workforce of CDP or any other party), failure of a utility service or transport network, interruption to IT systems, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident (including a road traffic accident), breakdown of vehicles, plant or machinery, fire, explosion, flood, storm, adverse weather conditions, bursting or overflowing of water tanks, apparatus or pipes, sprinkler leakage or default of suppliers or subcontractors.

Goods: the goods in respect of which the Services are provided.

Order: The Customer's order for Services, including any order by telephone or via an electronic interface.

RHA Conditions: The Road Haulage Association Limited's Conditions of Carriage 2009, a copy of which can be supplied upon request.

Replacement Value: the lower of:

- (a) the replacement cost to the Customer of lost or damaged Goods being the manufacturing cost at the time of the loss or damage;
- (b) (in respect of damaged Goods) the cost to the Customer of repairing or reconditioning the Goods; or
- (c) the applicable limit set forth in the document mentioned in clauses 3.1(b), 3.1(c) or 3.1(d) in respect of which a claim arises, (being £1,300 per tonne where RHA Conditions apply, 8.33 SDR per kilogram of gross weight short where CMR applies and £100 per tonne where the UKWA Conditions apply).

Services: means all distribution, transport, storage, warehousing (including labelling, pricing, bar-coding, picking, packing and sampling) of

Goods and all other services provided by CDP to the Customer.

Standard Pallets: standard (1000mm x 1200mm) 4-way pallets in good condition and repair.

Transfer Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006.

UKWA Conditions: the United Kingdom Warehouse Association's Conditions of Contract (as amended from time to time), a copy of which can be supplied upon request.

CDP: Commercial drivers personnel Limited incorporated and registered in England and Wales with company number 05338920 whose

registered office is at Unit 14, Hillside Industrial estate, Moreton Hall, Bury st Edmunds, Suffolk, IP32 7EA

CDP Group: CDP, its ultimate holding company and all subsidiaries of its ultimate holding company.

CDP Materials: has the meaning set out in clause 6.1(f).

1.2 In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes but not email.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 When CDP accepts the Order or commences provision of the Services (whichever is earlier) the Contract shall come into existence.

2.3 The Contract and these Conditions constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CDP which is not set out in these Conditions.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by CDP shall not constitute an offer, and is only valid for a period of 10 Business Days from its date of issue.

3. Services

3.1 CDP shall provide the Services subject to and in accordance with:

(a) These Conditions;

(b) (to the extent that the Services involve the carriage of Goods by road within the United Kingdom) the RHA Conditions;

(c) (to the extent that the Services involve the carriage of Goods by road outside of the United Kingdom) CMR; and

(d) (to the extent that the Services involve warehousing services or the storage of Goods) the UKWA Conditions.

3.2 If there is any conflict or ambiguity between the terms and conditions listed in clause 3.1 above, then the conflict or ambiguity shall (to the fullest extent permitted by law) be resolved in accordance with the order of precedence listed in clause 3.1 (starting with these Conditions).

4. Responsibility for the Goods

4.1 The Customer warrants that:

(a) it is or will be the owner of the Goods at the time of Acceptance by CDP or has or will have the right to allow them to be stored and transported by CDP on the terms set out in these Conditions;

(b) the Goods are fully and accurately described to CDP, including in respect of the nature, weight, quantity, identity, condition and dimensions of the Goods;

(c) it has informed CDP (in writing) of any peculiarity (including non-visible peculiarities) in respect of the Goods which is relevant to the transportation or storage of the Goods;

(d) where Goods are loaded on to trailers or vehicles by the Customer, such trailers or vehicles will be loaded safely and in accordance with all applicable legislation, codes of practice and weight restrictions;

(e) the Goods shall be presented to CDP:

(i) on Standard Pallets and adequately secured to the pallet and not overhanging the pallet edge;

(ii) in a condition that complies with all relevant statutory requirements;

(iii) securely and properly packed in compliance with any statutory regulations or official or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to any person or property or to any other goods;

(iv) clearly and legibly labelled in a way that enables them to be clearly separated from other similar goods and which shows product codes, qualities and type of goods; and

(v) accompanied by written information specifying any precautions necessitated by the nature or condition of the Goods or any statutory duties specific to the Goods with which CDP may need to comply and, for the avoidance of doubt, the Customer shall be charged for any expenses incurred by CDP in complying with any such statutory duties or precautions; and

(f) unless expressly agreed in writing between the parties, the value of each Consignment shall not exceed:

(i) £9,000 (nine thousand pounds sterling) per pallet; and

(ii) £432,000 (four hundred and thirty-two thousand pounds sterling) per vehicle.

4.2 The Customer shall fully indemnify and hold harmless CDP against any losses, damages, costs, expenses and other liabilities (including legal fees) incurred, awarded against or agreed to be paid by CDP as a result of a breach of the warranties in clause 4.1.

4.3 Risk in the Goods shall remain at all times with the Customer.

4.4 CDP is under no obligation to insure the Goods and the Customer is advised to obtain insurance for the Goods against all risks and to the full value of the Goods.

4.5 CDP's liability for loss of or damage to the Goods is to the fullest extent permitted by law, limited to the extent to which loss of or damage to the Goods arises as a direct result of CDP's negligence from the time of Acceptance of the Goods by CDP until the Goods come under the control or custody of the Consignee or, in the case where Goods are to be carried by a third party who has been engaged directly by the Customer, at the time when the Goods come under the control or custody of such third party.

4.6 Subject to clause 4.5, if CDP Accepts wrapped pallets or bales or sealed roll cages or Goods in any other sealed container or packaging, CDP's liability for loss of or damage to the Goods shall be limited to loss of or damage to the outer packaging only. CDP shall not be liable for loss of or damage to the Goods contained within the outer packaging unless the Customer can prove that:

(a) the Goods were not damaged and were present in the quantity claimed at the time of Acceptance by CDP; and

(b) such loss of or damage to the Goods was caused as a direct result of CDP's negligence.

4.7 CDP shall not be responsible for any loss of or damage to the Goods if and to the extent that the Goods:

(a) have been damaged in any way prior to CDP's Acceptance of the Goods;

(b) have been damaged by reason of the condition of the:

(i) packaging of the Goods; or

(ii) pallet or other container in or on which the Goods were Accepted by CDP;

(c) have been damaged in any way or lost as a result of any act or omission of the Customer or its employees, subcontractors or agents or of any third party outside CDP's control, including the Consignee, its employees, subcontractors or agents;

(d) have been damaged in any way or lost as a result of a Force Majeure Event; or

(e) suffer damage or loss which is covered by an insurance policy carried by the Customer.

4.8 CDP shall not be required to alter, remove, conceal or otherwise interfere with any markings on any materials in which Goods are packaged and shall deliver Goods in the same packaging in which they were Accepted by CDP unless otherwise required in the reasonable opinion of CDP in order to protect the Goods or the property of CDP or any third parties.

4.9 At any time and for any reason, CDP shall have the right (as it deems necessary) to examine Goods, open packages and rearrange the manner in which Goods are configured on pallets.

4.10 Any Goods which (in the opinion of CDP) are not presented in accordance with these Conditions may be removed at any time by CDP at the Customer's expense without notice or the Goods may be retained by CDP for an additional charge or CDP may re-store, invert, re-pack or re-stow the Goods and/or replace the pallets and charge the Customer accordingly. CDP may, providing it is acting reasonably, at its discretion and at the Customer's expense and without any liability, arrange for destruction, storage or other disposal of such Goods.

4.11 CDP reserves the right to refuse to Accept Goods for any reason.

4.12 In the absence of specific instructions (in writing) from the Customer, CDP may transfer, treat and/or store the Goods in such manner as it decides in its absolute discretion.

4.13 CDP may (at any time) give twenty-eight days' notice to the Customer requiring the Customer to remove the Goods or in the case of perishable or otherwise sensitive (in the reasonable opinion of CDP) Goods three days' notice. If the Goods are not removed on the expiry of the relevant notice period, CDP shall be entitled to sell the Goods forthwith and deduct from the proceeds all outstanding Charges, interest thereon and the costs of disposal.

4.14 CDP shall not be required to return pallets to the Customer or to any third party.

4.15 Save as expressly provided for in this agreement or otherwise prohibited by law, the parties agree to exclude all of CDP's obligations as a bailee of the Goods.

5. Supply of Services

5.1 The Customer acknowledges that time shall not be of the essence for performance of the Services.

5.2 CDP shall have the right to make any changes to the Services which CDP (in its absolute discretion) deems necessary, including changes to comply with any applicable law or safety requirement.

6. Customer's obligations

6.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with CDP in all matters relating to the Services;
- (c) provide CDP, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by CDP;
- (d) provide CDP with such information and materials as CDP may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) obtain and maintain all necessary licenses, permissions and consents as CDP may reasonably require in order to supply the Services;
- (f) keep and maintain all materials, equipment, documents and other property of CDP (CDP Materials) at the Customer's premises in safe custody at its own risk, maintain CDP Materials in good condition until returned to CDP, and not dispose of or use CDP Materials other than in accordance with CDP's written instructions or authorisation; and
- (g) accept sole responsibility for ensuring that all necessary and appropriate arrangements are in place in respect of loading, chocking, stowing and unloading of vehicles.

6.2 If CDP's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) CDP shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations;
- (b) CDP shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from CDP's failure or delay to perform any of its obligations; and
- (c) the Customer shall reimburse CDP on written demand for any costs or losses sustained or incurred by CDP arising directly or indirectly from the Customer Default.

7. Charges and payment

7.1 The Customer shall pay to CDP the Charges:

- (a) by BACS;
- (b) in full and in cleared funds;
- (c) on or before the 28th day from the date of invoice or such earlier day as CDP may require in its absolute discretion; and
- (d) to the following bank account (or such bank account as notified (in writing) to the Customer by CDP from time to time):
 - (i) Bank: Lloyds TSB Banking Group;
 - (ii) Payee: Commercial drivers personnel Limited;
 - (iii) Account number: 00232793; and
 - (iv) Sort code: 30-00-00.

7.2 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay CDP on the due date for payment, CDP may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base rate from time to time of Lloyds Bank Plc, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and
- (b) suspend all Services or any part of the Services until payment has been made in full.

7.3 All sums payable by either party under these Conditions shall be paid in sterling unless CDP expressly agrees (in writing) to a sum being payable in another currency.

7.4 Charges shall be stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer.

7.5 All amounts due from the Customer under these Conditions or the Contract shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.6 CDP may at any time, without notice to the Customer, set off any liability of the Customer to CDP against any liability of CDP to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions. If the liabilities to be set off are expressed in different currencies, CDP may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by CDP of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Conditions or otherwise.

7.7 All sums payable to CDP under the Contract shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.

7.8 CDP reserves the right to adjust or amend the Charges at any time.

7.9 CDP reserves the right to recover from the Customer additional Charges over and above any Charges quoted in the event of:

- (a) movement in the cost of DERV or other fuels;
- (b) CDP incurring unforeseen additional costs or expenses;
- (c) CDP incurring additional costs due to legislative or regulatory changes;
- (d) changes in the Customer's requirements, including increases or decreases in volume;
- (e) changes in the delivery profile; and
- (f) changes in the storage characteristics.

7.10 The Charges are for Services provided between 8.00 am and 5.00 pm on a Business Day only. CDP reserves the right to make additional charges for Services outside these hours.

7.11 CDP shall be entitled to charge for non-delivery of Goods if it has been unable to deliver the Goods due to the fault of the Customer or the Consignee.

7.12 In respect of warehousing or storage Services:

- (a) Charges for part weeks are charged at a full weekly rate;
- (b) CDP reserves the right to issue invoices weekly or monthly in advance; and
- (c) Charges are incurred on a weekly basis (Monday to Sunday) and are payable for both the day of receipt and the day of removal.

8. Confidentiality

The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by CDP, its employees, agents or subcontractors, and any other confidential information concerning CDP'S business or its products or its services which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Customer's obligations under these Conditions, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer. This clause 8 shall survive termination of the Contract.

9. Limitation of liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

9.1 Nothing in these Conditions shall limit or exclude CDP's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any matter in respect of which it would be unlawful for CDP to exclude or restrict liability.

9.2 Subject to clause 9.1:

- (a) CDP shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business opportunities, loss of contracts, loss of anticipated savings or any damage to goodwill or for any indirect, special or consequential loss or damage;
- (b) CDP's total liability to the Customer in respect of all losses arising under or in connection with the Contract or these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 10% of the Charges invoiced to the Customer in the 12 month period immediately preceding the date of the relevant claim; and
- (c) in circumstances where clause 9.3 does not apply, CDP's total liability to the Customer in respect of all losses arising under or in connection with the Contract or these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £2,500 per event.

9.3 CDP's total liability in respect of physical loss of or damage to Goods shall be limited to the Replacement Value.

9.4 The Replacement Value may be varied by agreement (in writing) between the parties in respect of a single Consignment of Goods, provided that:

- (a) the Customer serves notice (in writing) on CDP at least seven clear days before the date on which the variation is to be operative;
- (b) the Customer's notice clearly and accurately specifies the single Consignment to which the variation shall apply, including the nature and maximum value of the Goods (inclusive of duty and taxes paid or payable thereon) forming the Consignment; and
- (c) CDP confirms (in writing) its agreement to the variation;
- (d) CDP's total liability in respect of physical loss of or damage to Goods shall be limited to the lower of:
 - (i) the replacement cost to the Customer (being the manufacturing cost at the time such loss or damage occurred) of such lost or damaged Goods;
 - (ii) (in respect of damaged Goods) the cost to the Customer of repairing or reconditioning the Goods; or
 - (iii) the maximum value of the Goods as stated in the Customer's notice; and
- (e) CDP shall be entitled to increase the Charges to cover the cost of arranging insurance against any additional liability.

9.5 For the avoidance of doubt, any variation agreed in accordance with clause 9.4 shall only apply to the specific Consignment of Goods referred to in the Customer's notice and all other Consignments shall be subject to clause 9.3 without amendment or variation.

9.6 CDP shall not be liable to the Customer for loss of or damage to Goods unless the Customer notifies CDP of such loss of or damage to Goods within seven days of the loss or damage occurring and the claim is made in writing within fourteen days of the loss or damage occurring, provided that, if the Customer proves that:

- (a) it was not reasonably possible for the Customer to notify CDP or make a claim in writing within the applicable time limit; and
- (b) such notification or claim was given or made as soon as practicable;

CDP shall not have the benefit of the exclusion of liability afforded by this clause 9.6.

9.7 CDP's liability in respect of any claims, liabilities, costs and expenses suffered or incurred by the Customer arising out of CDP's failure to deliver the correct number or specification of Goods or any non-delivery or late delivery of any Goods by CDP (in each such case in circumstances where CDP is responsible for the same under these Conditions) shall be limited to redelivering at its cost and shall not include any compensation payment payable or other liability arising as a result of non-delivery, late delivery or delivery of an incorrect number or specification of Goods.

9.8 CDP shall have no liability to the Customer:

- (a) in relation to any claim that is not the direct result of the negligence of CDP or CDP's breach of these Conditions;
- (b) in relation to any claim that is the direct or indirect result of any act or omission of:
 - (i) the Customer or its employees, subcontractors or agents;
 - (ii) the Consignee, its employees, subcontractors or agents; or
 - (iii) any third party outside CDP's control;
- (c) in relation to any delay or failure to perform its obligations as a result of a Force Majeure Event;
- (d) to the extent that any loss or damage has been caused by the Customer's breach of these Conditions or any of the Customer's warranties and/or undertakings; and
- (e) in relation to any one claim or series of claims linked to an individual incident where the value of such claim or claims does not exceed £100.

9.9 In relation to warehousing services or the storage of Goods, for the avoidance of doubt, CDP's liability shall be limited in accordance with these Conditions and the UKWA Conditions.

9.10 This clause 9 shall survive termination of the Contract.

10. Termination

Without limiting its other rights or remedies, CDP may terminate the Contract with immediate effect (or CDP may suspend the provision of the Services with immediate effect) by giving notice to the Customer.

11. Consequences of termination

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to CDP all of CDP's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, CDP shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all CDP Materials. If the Customer fails to do so, then CDP may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Lien

CDP shall have a specific lien on all Goods in its possession or under its control and a general lien entitling it to retain Goods or documents as security for payment of any amounts claimed by CDP from the Customer on any account and on the following terms:

- (a) Amounts shall be deemed to be due from the Customer to CDP upon the date of invoice but shall be payable by the Customer in accordance with these Conditions. Where an invoice has not been issued at the time of CDP exercising its lien then the amounts due to CDP shall include not only the amounts invoiced but also the amounts owing to CDP for Services, which it has provided to the Customer but for which it has not yet issued an invoice;
- (b) CDP may exercise its lien at any time by giving written notice to the Customer such notice to specify the amount of the debt owed by the Customer to CDP or particulars from which the Customer may calculate such amount. In the event that the debt for which the lien has been exercised is not fully satisfied within seven days of such notice CDP may sell or otherwise dispose of the Goods or any part of them 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 CDP from the Customer on any account; and
- (c) Goods will only be released to the Customer where CDP has been paid all sums owing to it whether or not such sums have been invoiced.

14. Employees

The Customer shall be liable for and shall fully indemnify and keep fully indemnified CDP (and CDP's Group) against and in respect of any and all actions, proceedings, costs (including legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities whatsoever and howsoever arising which CDP (or CDP's Group) may suffer, incur, pay or be put to in respect of:

14.1 any employee who claims (at any time) to have become an employee of or have rights against CDP (or CDP's Group) under the Transfer Regulations by virtue of CDP providing the Services; and

14.2 the termination (for any reason and at any time) of the employment of any employee who becomes an employee of CDP (or CDP's Group), or claims to have become an employee of CDP (or CDP's Group), under the Transfer Regulations by virtue of CDP providing the Services.

15. Assignment and subcontracting

15.1 CDP may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.2 The Customer shall not, without the prior written consent of CDP, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16. Notices

16.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

16.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

16.3 This clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

17. Waiver

17.1 A waiver of any right under the Contract or these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.2 Unless specifically provided otherwise, rights arising under the Contract or these Conditions are cumulative and do not exclude rights provided by law.

18. Severance

18.1 If a court or any other competent authority finds that any Condition (or part of any Condition) is invalid, illegal or unenforceable, that Condition or part-Condition shall, to the extent required, be deemed deleted, and the validity and enforceability of the other Conditions shall not be affected.

18.2 If any invalid, unenforceable or illegal Condition would be valid, enforceable and legal if some part of it were deleted, the Condition shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. No partnership

Nothing in the Contract or these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20. Third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

21. Variation

Except as expressly set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract or these Conditions, shall only be binding on CDP when agreed in writing and signed on behalf of CDP by a duly authorized representative of CDP.

22. Governing law and jurisdiction

The Contract and these Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

23. Import-Export Controls and Economic Sanctions

23.1 The Customer acknowledges that CDP must comply with applicable laws and regulations related to trade practices, including United States laws and regulations, restricting trade with countries and entities subject to United States economic sanctions, as well as entities identified on United States export controls lists. These controls extend both to CDP's direct participation in cross-border transportation and to CDP's "facilitation" of such transactions through services such as warehousing, packing, and preparing shipping documents. These United States controls are in addition to any controls imposed by the European Union, the United Nations, or any other national or supranational governmental authority with jurisdiction over the shipment or associated services.

23.2 The Customer agrees to screen the countries and consignees involved in transactions subject to the Contract against government lists of countries or parties restricted under European Union, United Nations, and United States restrictive measures, trade sanctions, or export controls, and not to direct CDP to provide any services in connection with such countries and parties absent appropriate government authorization.

23.3 In the case of cross-border transactions, the Customer acknowledges that it is the Customer's responsibility to know and comply with all trade embargoes, economic sanctions, and export and import controls of any government with jurisdiction over the transaction, including providing CDP within a reasonable time before export or entry with complete and accurate information required for import and export documents, including without limitation product descriptions, quantities, weights, values, country or origin, harmonized tariff code, export classification, and any required government authorization.

23.4 The Customer agrees that CDP will not be responsible for any fines, duties, penalties, or other claims by any third party, including any government, arising from the Customer's failure to comply with applicable trade embargoes, economic sanctions, or export and import controls and that Customer will fully defend, indemnify, and hold CDP harmless from and against such claims.

If the Customer requests or receives Services or CDP undertakes any business for (or provides Services to) the Customer, CDP shall be entitled to assume that the Customer has accepted these Conditions.