

Standard Terms and Conditions of JVK Pacific Ltd, JVK Asia Ltd and JVK Africa Ltd.

Introduction

These conditions explain the rights, obligations and responsibilities of all parties to this agreement. Where we use the word 'you' or 'your' it means the customer. 'We', 'us' or 'our' means the remover. These terms and conditions can be varied or amended subject to prior written agreement.

Your attention is drawn to Clauses 8, 9, 10, and 11 which limit our liability for loss or damage. We recommend you arrange insurance to cover your goods or premises. We are able to arrange insurance for your benefit upon request. This insurance will be separate from the contract and subject to the terms and conditions of the policy.

1. Our quotation

1.1 Our quotation, unless otherwise stated, does not include insurance, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.

1.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our quotation and confirmed by us in writing. These include:

1.2.1 Our quotation is valid for twenty-eight days from the date of issue. Unless already included in our quotation, reasonable additional charges will apply in the following circumstances.

1.2.2 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.

1.2.3 Where we have given you a price including redelivery from store within our Quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation.

1.2.4 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges, or any charges levied by third parties or increased costs that are beyond our control.

1.2.5 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-17.00hrs) Monday to Friday at your request.

1.2.6 We have to collect or deliver goods above the ground floor and first upper floor.

1.2.7 If you or your agents request collection or access to your goods whilst they are in store.

1.2.8 If you collect some or all of the goods from our warehouse, or the goods are made available for your viewing, we are entitled to make a charge for handing them over.

1.2.9 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).

1.2.10 The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway and this results in additional resources.

1.2.11 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work. This will result in overtime charges.

1.3 You agree to pay any reasonable charges arising from the above circumstances.

1.4 Acceptance of a booking by verbal communication is considered a binding contract.

1.5 Removals into and/or from storage are not to be carried out on completion day. Removals into store are to be carried out the working day prior to your completion day and delivery from store to be carried out after your completion day to avoid any unexpected delays.

2. Work not included in the quotation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble furniture of any kind.

2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

2.1.3 Take up or lay fitted floor coverings.

2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.

2.1.5 Move or store any items excluded under Clause 4.

2.1.6 Move storage heaters unless they are dismantled.

2.1.7 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.

2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately

employed by you to carry out these services.

3. Your responsibility

3.1 It will be your sole responsibility to:

3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability under clause 8.1 and 8.1.1 will be reduced to reflect the proportion that your declared value bears to their actual value.

3.1.2 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as our liability is limited under clauses 8.1 and 8.2.

3.1.3 Obtain at your own expense, all documents, permits, permissions, licenses, customs documents necessary for the removal to be completed.

3.1.4 Be present or represented during the collection and delivery of the removal.

3.1.5 Ensure authorised signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.

3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.

3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.1.10 Provide us with a correct and up to date contact address and telephone number for correspondence during removal transit and/or storage of goods.

3.1.11 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.

3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

3.3 If JVK provide a full packing service it is your responsibility to contact us to make arrangements for the return of packing materials within 14 days of your relocation.

3.4 It is your responsibility to ensure that all floorings are adequately protected during the removal and delivery process

3.5 Ascertain current Customs requirements at destination in respect of your personal circumstances

4. Goods not to be submitted for removal or storage

4.1 Unless previously agreed in writing by a Director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us. The items listed under (4.1.1) below may present risks to health and safety and of fire. Items listed under (4.1.2) to (4.1.6) below carry other risks and you should make your own arrangements for their transport and storage.

4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.

4.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

4.1.4 Perishable items and/or those requiring a controlled environment.

4.1.5 Any animals, birds or fish, reptiles or plants.

4.1.6 Goods which require special license or government permission for export or import.

4.1.7 We shall notify you in writing as soon as practicable if any of the Goods, are in our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such goods or whether we refuse to accept them. Should we refuse to accept the goods we will have no liability to you.

4.2 If you submit such goods without our knowledge we will make them available for your collection and if you do not collect them within 14 days of written notification from us, we will dispose of any such goods found in the consignment. You agree to pay us any charges, expenses, damages, legal costs or penalties reasonably incurred by us in disposing of the goods.

5. Ownership of the goods

5.1 By entering into this agreement, you guarantee that:

5.1.1 The goods to be removed and/or stored are your own property, or the goods are your property free of any legal charge; or 5.1.2

You have the full authority of the owner or anyone having a legal interest in them to enter into this agreement and You have made the owner fully aware of these terms and conditions prior to entering into this agreement and that they have agreed to them.

5.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods you will advise us of their name and address in writing immediately.

5.1.4 You will provide a full indemnity and pay us in respect of any claim for damages and/or costs brought against us if either statement made in 5.1.1 or 5.1.2 is untrue.

5.1.5 If you wish to transfer responsibility of this agreement to a third party you will advise us in writing giving us their full name and address. We will issue a new agreement to them. Our agreement with You will remain in force until we have received a signed agreement from the third party.

6. Charges if you postpone or cancel the contract

6.1 If you postpone or cancel this contract, we may charge according to how much notice is given. "Working days" refer to the normal working week of Monday to Friday and excludes Saturdays, Sundays and Public Holidays. The notice periods are:

6.1.1 More than 14 days before the relocation was due to start: NIL

6.1.2 Less than 14 days, but more than 8 days before the relocation was due to start: 30% of the relocation charge.

6.1.3 Less than 8 days before the relocation was due to start: 60% of the relocation charge.

6.1.4 Less than 48 hours before your relocation is due to start: 100% of the relocation charge.

6.2 Condition 6.1.1, 6.1.2, 6.1.3 (only) will not apply in all cases if you elect to take our removal postponement protection waiver for which we have quoted. 6.1.4 applies in all cases.

7. Payment

7.1 Unless otherwise agreed by us in writing:

7.1.1 Unless otherwise agreed by us in writing, payment is required in full by cleared funds in advance of the removal or storage period. In default of such payment We reserve the right to refuse to commence or continue with the removal or storage service until such payment is received.

7.1.2 At the time of booking, a discretionary non refundable deposit will be taken to secure the vehicle/s and resources.

7.1.3 You may not withhold any part of the agreed price.

7.1.4 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 8% per annum above the prevailing base rate for the time being of the Reserve Bank of Australia.

7.2 In respect of business to business transactions we will refer to the Late Payment of Commercial Debt Act 1998 which allows us the legal right to claim interest and compensation. We will charge interest on a daily basis calculated at 8% per annum above the prevailing base rate for the time being of the Reserve Bank of Australia.

Administration charges will apply as per 7.1.6. above.

8. Our liability for loss or damage

8.1 Our liability for loss or damage is limited, as set out in clause 8.1.1 below. Alternatively, you may request us to increase our liability, as set out in clause 8.1.2 below:

8.1.1 In the event of our negligence or breach of contract resulting in loss of or damage to your goods, we will pay a sum equivalent to the cost of their repair or replacement whichever is the smaller sum up to a maximum of 40 United States Dollars for any one item (see below) to an upper limit of 1000 United States Dollars in total subject to the insurance terms and conditions, or 8.1.2 Prior to the commencement of work and subject to our having received your itemised valued inventory (see 3, 3.1.1)

8.1.3 We may agree to increase our liability, for an additional charge. We will not unreasonably withhold consent to such a request. This is not insurance cover and you are strongly advised to accept the insurance offered in our quotation, or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.

8.2 For goods destined to, or received from a place outside the United Kingdom.

8.2.1 We will accept liability for loss or damage

(a) Arising from our negligence whilst the goods are in our physical possession, or

(b) Whilst the goods are in the possession of others if the loss or damage is established to have been caused by our negligence, subject to the claim. In either circumstance clause 8.1.1 and 8.1.2 above will apply.

8.2.2 Where we engage an international transport operator, shipping company or airline to convey your goods to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.

8.2.3 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, you have limited recourse against the carrier, and may be liable for General Average

contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.

8.2.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

8.3 For the purposes of this agreement an item is defined as:

8.3.1 The entire contents of a box, parcel, package, carton, or similar container; and

8.3.2 Any other object or thing that is moved, handled or stored by us.

9. Damage to premises or property other than goods

9.1 Because third party contractors are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage, therefore our liability for loss or damage is limited as follows:

9.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

9.1.2 If we cause damage as a result of moving goods under your express instruction, against our advice and where to move the goods in the manner instructed is likely to cause damage, we shall not be liable.

9.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible or by the following working day. This is fundamental to the agreement.

10. Exclusions of liability

10.1 Other than as a result of our negligence or breach of contract we will not be liable for any loss, damage or failure to produce the goods if caused by any of the following circumstances

10.1.1 By fire howsoever caused

10.1.2 We shall not be liable for delays or failures to provide the services under this agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

10.1.3 By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

10.1.4 By moth or vermin or similar infestation.

10.1.5 By cleaning, repairing or restoring unless we arranged for the work to be carried out.

10.1.6 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion or gradual deterioration unless directly linked to ingress of water.

OR

10.1.7 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.

10.1.8 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

10.1.9 For any goods which have a pre-existing defect or are inherently defective.

10.1.10 For animals and their cages or tanks including pets, birds or fish.

10.1.11 For plants

10.1.12 For perishable items and/or those requiring a controlled environment.

10.1.13 For items referred to in Clause 4.

10.1.14 To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of a similar kind, howsoever caused, unless you have previously given us full particulars with value and we have confirmed in writing that we accept responsibility.

10.1.15 For damages or costs resulting indirectly from, or as a consequence of, loss, damage, or failure to produce the goods including but not limited to loss of use or amenity.

10.2 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this agreement.

10.3 Our liability will cease upon handing over goods from our warehouse (see Clause 11.2 below).

11. Time limits for claims

11.1 For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.

11.2 If you or your agent collect the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.

11.3 Notwithstanding clauses 8, 9 and 10 we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us.

12. Delays in transit

12.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.

12.2 Our quotation is based on access to be available at your new property no later than 1pm on the day of delivery or as otherwise stated on our quotation or confirmed in writing. If through no fault of our own a situation arises which prevents the operatives accessing your new property, a waiting time charge will apply which will be charged at our standard rate of US\$20.00 per operative per hour. If the waiting time has exceeded a reasonable period of time to enable unloading within the acceptable working day, the vehicle(s) will return to our depot and your goods placed into storage. The contract will then be fulfilled and any additional service (s), including storage and delivery will be at your expense.

12.3 Any transit times quoted by us are estimated and based upon information known to us at the time. Transit times may vary due to a number of factors outside our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion or in completion of a consolidation in the instances of a part-load service. We will not be liable for any loss or damage incurred by you as a result of delays in transit time unless directly attributable to our negligence or breach of contract.

12.4 We shall not be liable or in breach of contract for delays in performing or failure to perform any of our obligations under this agreement if such delays or failures result from events beyond our control including but not limited to adverse weather conditions such as snow and ice. Such delays, failures, postponements or cancellations will result in additional services being performed or costs being incurred by us and will be for your account.

13. Our right to hold the goods (lien).

“Lien” is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if you fail to pay the charges and any other payments due under this or any other agreement. (See also Clause 22). These include any charges that we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by us in recovering our charges and applying our right of lien. These terms and conditions shall continue to apply.

14. Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the Conciliation Service provided by the British Association of Removers (BAR).

15. Our right to sub-contract the work

15.1 We reserve the right to sub-contract some or all of the work.

15.2 If we sub-contract, then these conditions will still apply.

16. Route and method

16.1 We have the right to choose the method and route by which to carry out the work.

16.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

17. Advice and information

17.1. Advice and information in whatever form it may be given is provided by the company for the customer only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.

17.1.2 Advice and information for international removals we will use our reasonable endeavors to provide you with up to date information to assist you with the import/export of your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18. Applicable law

This contract is subject to the law of the country in which the office of the company issuing this contract is situated.

19. Your forwarding address

19.1 If you instruct us to store your goods, you must provide a correct and up to date address and telephone number and notify us if it

changes. All correspondence and notices will be considered to have been received by you seven days after sending it by first class post to your last address recorded by us

19.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by you seven days after the publication date of the newspaper. Note: We will charge you any costs incurred in establishing your whereabouts.

20. List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

21. Revision of storage charges

We review our storage charges annually. We will provide 28 days notice in writing of any increase.

22. Our right to sell or dispose of the Goods

If payment of our charges relating to your goods is in arrears, and on giving you 28 days notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

23. Termination

If payments are up to date, we will not end this contract except by giving you three months notice in writing. If you wish to terminate your storage contract, you must give us at least 10 working days' notice (working days are defined in Clause 6 above). If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

24. Handing out charges

If you make your own arrangements to collect the goods from our warehouse, we are entitled to make a charge for handing them over see clause 1.2.8. Our liability will cease upon handing over the goods.

25. Payment for storage

Payment for storage must be made on a monthly basis on or before the 1st of each and every month. Storage charges will be invoiced and paid one month in advance.

26. Part load services

26.1 Part load services are accepted by the client under the following terms.

26.1.1 All part loads are subject to consolidation and availability of vehicles and or containers.

26.1.2 All part loads are transported at our convenience.

26.1.3 Part loads are not confined to any specific transit times.

26.1.4 Any transit times discussed are done so in good faith, are given as an indication only and are subject to change with or without notification.

27. Destination port storage/demurrage

27.1 We will not be responsible for any demurrage, port storage, bonded warehouse fees or other related storage fees at destination or any intermediate port under any circumstances no matter what the cause.

28. Destination THC/port charges

28.1 Unless stated in our quotation all destination (or intermediate) related port charges, THC, shipping line charges, wharfage, handling fees or any charges imposed by the carrier, port authority, bonded warehouse or agents thereof are excluded and are the responsibility of the shipper to pay.