

P&O FERRYMASTERS LIMITED
CARRIAGE OF GOODS
Conditions of Contracting 2023

1. DEFINITIONS

1.1 In these conditions:

<p>“Applicable Laws”</p>	<p>means all applicable laws, statutes, regulations, codes and conventions from time to time in force.</p>	<p>(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibitor;</p>	
<p>“CMR”</p>	<p>means the Convention on the Contract for the International Carriage of Goods by Road dated 19th May 1956 enacted into English law by the Carriage of Goods by Road Act 1965, including the Additional Protocol to the Convention on the Contract for International Carriage of Goods by Road concerning the electronic consignment note.</p>	<p>(f) collapse of buildings, fire, explosion or accidents; and</p> <p>(g) interruption or failure of utility services; but shall <u>not</u> include any labour or trade dispute, strikes, industrial action, lockouts or non-performance by the Contractor, agents, servants or sub-contractors or any other person or entity used for the services (where permitted in accordance with clause 3.1); sickness, lack of Contractor available personnel. Border blockades, road closures, road blockades, sabotage and unauthorized persons trying to gain access to Transport Units shall never be regarded as Force Majeure Events.</p>	
<p>“the Company”</p>	<p>means P&O Ferrymasters Limited and/or any other company or entity within the P&O Ferrymasters Holdings Group, including any direct or indirect affiliate, subsidiary, joint venture and any entity in respect of which such company or entity has entered into a collaborative joint venture.</p>	<p>“GAP Insurance”</p>	<p>means the facility whereby the Company waives rights of recovery against the Contractor in respect of lost, damaged or delayed Goods. For the avoidance of doubt, acceptance of any work from the Company by the Contractor constitutes acceptance of the terms and cost of the GAP Insurance as more specifically described in clause 11.3.</p>
<p>“these Conditions”</p>	<p>means the Conditions of Contracting of the Company printed herein and published on the P&O Ferrymasters website https://www.poferrymasters.com/about-us/partner-information which may be amended from time to time. In case of an amendment of these Conditions, the new version will be published on the above-mentioned website.</p>	<p>“Good Industry Practice”</p>	<p>means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>“Contract”</p>	<p>means the contract between the Company and the Contractor for the provision of the Services in accordance with these Conditions.</p>	<p>“Goods”</p>	<p>means all goods and merchandise which the Company agrees to carry for its customer(s).</p>
<p>“the Contractor”</p>	<p>means any person, firm or company who enters into a contract with the Company for the Services.</p>	<p>“Group”</p>	<p>means a company and its subsidiary undertakings and/or associated companies from time to time, or any of them, including any direct or indirect affiliate, subsidiary, joint venture and any collaborative joint ventures of any such company or entity.</p>
<p>“Customer”</p>	<p>means any party for whose benefit the Company organizes the Services, including but not limited to the shipper, the receiver, the consignee, any person owning or entitled to the possession of the Goods, and anyone acting, whether as servant or agent or otherwise on behalf of such person.</p>	<p>“POC”</p>	<p>means a document proving receipt of Goods by the Contractor at collection.</p>
<p>“Data Protection Legislation ”</p>	<p>means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; (b) to the extent the EU GDPR applies, the law of the European union or any member state of the European Union to which the Company or the Contractor is subject, which relates to the protection of Personal Data.</p>	<p>“POD”</p>	<p>means a document proving receipt of Goods by the delivery point. Unless otherwise stated by the Company in writing, the term POD shall have the following meanings:</p> <ul style="list-style-type: none"> ▪ <u>A CMR Consignment Note</u> for all international movements by road (including movements which comprise both rail and road transport – rail/road – whether or not intermodal containers are used) but excluding all movements wholly between the Republic of Ireland and the UK); ▪ For all movements for which a CMR Consignment Note is not required, any commercially acceptable document proving complete delivery of the Goods, in good condition, in strict compliance with instructions received by the Contractor from the Company; ▪ In addition to the above, any paperwork required by the Company’s customer where the Contractor is advised of such a requirement prior to delivery of the Goods.
<p>“EU GDPR”</p>	<p>means the General Data Protection Regulation (EU) 2016/679.</p>	<p>“RCN”</p>	<p>An invitation to invoice issued periodically by the Company to the Contractor which provides all information required to allow the Contractor to invoice the Company for services provided during a given period.</p>
<p>“Force Majeure Event”</p>	<p>means any circumstance not within a party’s reasonable control including:</p> <ol style="list-style-type: none"> (a) acts of God, Flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; 		

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- “Self Bill Agreement” A commercial arrangement between the Contractor and the Company in which the Company produces the Contractor’s invoice on behalf of the Contractor and forwards a copy to the Contractor.
- “Services” means collection, handling, carriage, transportation, forwarding, storage, delivery of Goods or related services.
- “Successor Contractor” means any third party service provider appointed to provide the Services or services similar to the Service in place of the Contractor, in whole or part, on or after termination of the Contract.
- “Supplier Gateway” means the web-based platform that enables the Contractor to receive, accept, update and submit all information and documents required to undertake, complete and be compensated for services rendered.
- “Transport Order” means any instruction, issued by the Company to the Contractor, in respect of the Services.
- “Transport Unit” means any device used for the carriage, transportation or storage of the Goods (whether loaded or unloaded) including any container, tanker, tank, vehicle, trailer, vessel, train, aircraft or other equipment of any type.
- “UK GDPR” has the meaning given to it in section 3(10) of the Data Protection Act 2018 (**DPA 2018**), as supplemented by section 205(4) of the DPA 2018.
- “TUPE Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time).
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 Any other defined words or phrases which are not described in this clause 1 shall have the meaning given to them when they first appear in that form.
- 1.4 These Conditions apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.5 In these Conditions, any references to the singular of a word shall also comprise its plural and vice versa.
- 1.6 Where the Company has provided translations, in case of differences or discrepancies between the English and the translated version hereof, the English version shall prevail.
- 2. APPLICATION**
- 2.1 These Conditions and any amendments thereto made pursuant to clause 22 hereof or by written agreement between the parties shall apply to all future contracts between the Company and the Contractor (unless expressly otherwise agreed in writing by the Company as taking precedence over these Conditions in the particular circumstances).
- 2.2 No servant or agent of the Company has the power to, or is permitted to, alter or vary these Conditions in any way unless such alteration or variation has been expressly authorised in writing by a Statutory Director of the Company.
- 2.3 If any legislation (such as, but not limited to, international Conventions) is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as being subject to such legislation. If any part of these Conditions contravene to such compulsory legislation, then such part of these Conditions shall, as regards such business, be overridden to that extent but no further.
- 2.4 The Company may also appoint other persons or companies to provide services of a same or similar nature to the Services. The Company does not undertake or warrant to tender any minimum quantity of requests or orders for the Services to the Contractor.
- 2.5 Standard business forms, including, but not limited to POC, POD, CMR Consignment Note, sea waybill, bill of lading and invoices, and any form of order confirmation, may be used for the Services but use of such forms is for convenience only and does not alter the provisions of these Conditions even if signed by either or both parties.
- 3. SUB-CONTRACTING**
- 3.1 The Contractor may not further sub-contract any of the Services to be performed on behalf of the Company either in whole or in part without the prior written consent of the Company. Notwithstanding any approval that may be given by the Company, as aforesaid, the Contractor shall be responsible for the acts or omissions of his agents, servants or sub-contractors or of any other persons of whose services the Contractor makes use for the performance of the Services, as if such acts or omissions were its own. The Company has the right to withdraw the approval to make use of a specific agent, servant or sub-contractor at any time at its own discretion.
- 3.2 If the Contractor is made bankrupt or winding up proceedings are commenced or if it makes any arrangement with creditors or if a receiver or an administrative receiver is appointed in respect of the whole or any part of the assets or undertaking of the Contractor (or any equivalent legal or judicial steps are taken in any jurisdiction to which the Contractor is subject), the Company may by written notice (and without payment) require the Contractor to assign any sub-contract entered into by the Contractor and all rights arising thereunder to the Company and the Contractor shall comply with such notice immediately it is given. This right shall be in addition to, and not in substitution for, the right of the Company to bring to an end forthwith this contract between the Company and the Contractor.
- 3.3 The Contractor shall ensure at all times that all services provided or to be provided by its agents, servants or sub-contractors or of any other person or entity actually performing the Services (where permitted in accordance with clause 3.1) comply with all obligations corresponding to those placed on the Contractor by these Conditions.
- 3.4 The Contractor guarantees that its agents, servants or sub-contractors or any other person or entity used for the services (where permitted in accordance with clause 3.1) are all ready, willing and able to perform the Services in a skillful, reliable, safe and timely manner and in full compliance with these Conditions, including but not limited to the obligation to be duly insured in accordance with clause 11.1 of these Conditions. The Contractor guarantees that its agents, servants or sub-contractors have sufficient financial means to pay any amounts due to the Company, its Customers, the Contractor or any third party in connection with the Services.
- 4. PERFORMANCE OF CONTRACTOR**
- 4.1 Without prejudice to the Contractor’s obligation to comply with the applicable law and regulations the Contractor shall:
- 4.1.1 ensure that its employees, agents, servants or sub-contractors (where permitted in accordance with clause 3.1) and other persons employed or authorised by the Contractor are competent to carry out the contract between the Company and the Contractor in a professional and proper manner, employing Good Industry Practice;
- 4.1.2 without prejudice to the generality of the foregoing, ensure that every such employee, agent, servant or sub-contractor (where permitted in accordance with clause 3.1) is fully aware that they shall not, and have no authority to, accept for transportation (a) any Goods other than those properly and lawfully consigned (b) any persons other than those required for the transportation of the consigned Goods;

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- 4.1.3 carry out all duties on behalf of the Company in accordance with the Company's Transport Order and operating procedures (including Hauliers' Handbook available from <https://carrierinfo.poferrymasters.com/health-and-safety/operational-standards/> and Instructions available from <https://www.poferrymasters.com/about-us/partner-information> including further reasonable directions, orders or requests as may be issued by the Company to the Contractor from time to time whether written or verbal and ensure that all relevant personnel have full knowledge of such information and strictly comply with it;
- 4.1.4 collect and deliver the Goods to be carried at the time specified by the Company or, if no time has been so specified, within a reasonable time in accordance with Good Industry Practice;
- 4.1.5 inform the Company immediately by telephone, e-mail of any delay;
- 4.1.6 inform the Company immediately in the event of loss, damage, any discrepancies, altered or tampered seals are discovered or misdelivery and supply, at its own expense, a full report if the Company so requires of the cause and circumstances together with any further information which the Company may require;
- 4.1.7 take all measures necessary to avoid theft of and/or damage of the Goods and/or Transport Units. The Contractor, its employees, agents, servants and sub-contractors (where permitted in accordance with clause 3.1) must always prevent unauthorized persons, including but not limited to illegal immigrants and refugees from gaining access to the Transport Units. Long stops (not counting 45-minute breaks) and overnight stops must always be made in a secure truck parking area and exclusive use of parking facilities under surveillance and performance of the Services by two drivers when requested. The Contractor warrants to arrange for security measures, including but not limited to; use of tracking devices and container locks on the Transport Unit where relevant during the performance of the Services. When picking up/receiving sealed Transport Unit (or after stopping), the Contractor must inspect and verify the seal or locking device is intact with no signs of tampering;
- 4.1.8 If any loss is, or is suspected to be, due to theft or pilferage, in addition to action under sub-clause 4.1.6 immediately inform the Police and take all reasonable steps to identify the guilty person and to trace and re-cover the Goods;
- 4.1.9 subject to the limitations referred to in clause 14, in the event of any loss or damage to the Goods or any delay in delivery, indemnify the Company against any possible liability of the Company and the amount of all costs and expenses incurred by the Company in connection with such liability except where such loss, damage or delay has arisen out of the proven negligence of the Company.
- 4.1.10 comply at all times with all Applicable Laws as may apply from time to time in any jurisdiction through which the Contractor's vehicle(s) transit(s) during performance of the Services for the Company, including without limitation laws and regulations applying to carriage of goods, occupational health and safety, environment, data protection, privacy, economic sanctions, trade controls and anti-corruption, discrimination, immigration and those dealing with equal employment opportunity, drivers hours and to employees' remuneration and benefits (including payment of the minimum wage in jurisdictions where this is required and in compliance with the individual and/or collective terms of employment to all its employees and any applicable reporting requirements); and also take all reasonable steps required by the Company so as to enable the Company to comply with such Applicable Laws.

- 4.1.11 hold and maintain any necessary approvals, certificates or operating licenses for performing the Services in conformity with Applicable Laws, including any other necessary approval or license for conducting international transport, if part of the Services. The Contractor shall provide to the Company upon demand such approvals, certificates or licenses. The Contractor shall ensure that the Company is given immediate written notice of any cancellation, termination, suspension, revocation of any approvals, certificates or licenses. The obligation of the Contractor to provide the approvals, certificates or licenses specified in this sub-clause 4.1.11, inspection by the Company of any approvals, certificates or licenses submitted to it by the Contractor shall not be considered as an admission or acceptance by the Company of the validity or sufficiency of such approvals, certificates or licenses. Such validity and sufficiency shall at all times remain the absolute responsibility of the Contractor.

- 4.2 If a vehicle breaks down or for any other reason the Contractor fails to or is unable to collect the Goods or complete delivery in accordance with this clause, the Company may, either itself or by another contractor, without prejudice to any other right it may have, recover the Goods and carry them to their destination and the Contractor shall pay the Company's charge therefor.
- 4.3 The Contractor warrants that it shall not, whilst working for the Company and for a period of 12 months following the termination of the contract, canvass, solicit or otherwise seek the custom of any person who is a client or customer of the Company or any member of its Group with whom the Contractor has provided services on behalf of the Company.

5. HEALTH, SAFETY AND ENVIRONMENT

- 5.1 The Contractor shall:
 - 5.1.1 take appropriate actions to provide a safe and healthy workplace and means of transport, and to protect local environmental quality in all of its activities.
 - 5.1.2 observe, and ensure that the Contractor's employees, agents, servants and sub-contractors (where permitted in accordance with clause 3.1) observe, all health and safety rules and regulations in force and any other security requirements that apply at any sites at which they are located during performance of the service along with any additional instructions communicated to the Contractor by the Company;
 - 5.1.3 identify and assess risks that its employees, agents, servants and sub-contractors (where permitted in accordance with clause 3.1) may be exposed to implement controls to effectively eliminate, control or reduce these risks;
 - 5.1.4 ensure that its employees, agents, servants and sub-contractors (where permitted in accordance with clause 3.1) are equipped, trained, qualified and competent to complete their roles safely;
 - 5.1.5 ensure the equipment provided is maintained and serviced in accordance with all relevant legislation and with good health and safety practice;
 - 5.1.6 notify the Company immediately of any health and safety hazards, incidents, near misses or other issues which arise in relation to the contract between the Company and the Contractor; and investigate and co-operate with incident investigations following an incident or near miss; and
 - 5.1.7 provide the Company promptly (and in any event within 7 days) with all relevant health and safety documentation upon reasonable request by the Company and permit the Company to complete periodic audits and inspections;
 - 5.1.8 obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation and with good health and safety practice.

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5.1.9 make every reasonable effort to implement services and solutions which positively contribute to a reduction in the impact of their operation to the environment and to society.

5.2. For the avoidance of doubt, where the Contractor subcontracts any of its obligations pursuant to the Contract (where permitted in accordance with clause 3.1), the Contractor must ensure that any such sub-contractors have adequate Health and Safety policies and procedures in place and shall communicate all relevant Health and Safety information to those sub-contractors.

6. EMPLOYEES AND AGENTS

6.1 The Contractor shall employ and maintain sufficiently licensed, suitably qualified, experienced, adequately trained, directed, and supervised personnel necessary to properly and safely perform the Services in respect of which they are engaged in compliance with these Conditions. The Contractor hereby acknowledges that the Company has no day-to-day operational control (in the performance by the Contractor of the contract with the Company) over employees, agents, servants or sub-contractors of the Contractor (where permitted in accordance with clause 3.1) who shall at all times remain under the complete control and supervision (and be the sole responsibility) of the Contractor in all respects. This contract does not create any agency or other relationship apart from a contract between the Company and the Contractor. For the avoidance of doubt, nothing in these Conditions will render any individual employed or engaged in the provision of the Services by the Contractor (or any of its employees, agents, servants and sub-contractors) an employee, agent or partner of the Company and the Contractor and its employees and agents will not hold themselves out as such. The Contractor shall be solely responsible for all matters relating to the employment or engagement of such individuals including compliance with all Applicable Laws. The Contractor will be responsible for all income tax, national insurance contributions or social security charges or similar statutory payments in relation to all such individuals and ensure that they are deducted and/or paid to the relevant authorities and/or such individuals (as the case may be).

6.2 The Company shall not be liable to the Contractor (or any employee, agent, servant or sub-contractor of the Contractor) for any loss, damage or personal injury (whether suffered by any employee, agent, servant, or sub-contractor of the Contractor or by any other person) arising out of the performance by the Contractor of the contract with the Company except where such loss damage or personal injury has been caused directly by the proven negligence of the Company.

6.3 The Contractor indemnifies the Company against all claims and demands made or brought by any of the individuals employed or engaged in the provision of the Services caused by or arising out of the act, default, negligence of the Contractor or caused or arising out of the act, default or negligence of any of the Contractor's employees, agents, servants or sub-contractors or of any third-party operator engaged by the Contractor in the performance of the Contractor's contract with the Company (where permitted in accordance with clause 3.1).

6.4 The Contractor shall further indemnify the Company for any liability for income tax, national insurance contributions and/or social security charges or similar statutory payments (or penalties or interests thereon) which may be found due from the Company in respect of any individuals employed or engaged in the provision of the Services. The Contractor shall co-operate with the Company to ensure compliance with the Construction Industry Tax Scheme so far as applicable.

PERSONNEL TRANSFERS – TUPE REGULATION

6.5 The parties acknowledge and agree that upon any termination of the Contract or the termination of the provision of any of the Services, the TUPE Regulations may operate to transfer the contracts of employment of some or all of the Contractor's employees to the Company or a Successor Contractor. Whenever a termination is anticipated the Contractor:

6.5.1 shall (whilst maintaining service standards) use all reasonable endeavors to redeploy its personnel engaged on the Services elsewhere within its business or, where practicable and lawful, seek to agree with the relevant personnel such alternatives to transfer under the TUPE Regulations as may be available and appropriate;

6.5.2 shall keep the Company informed as to whether any persons are likely to be or have been successfully redeployed or whether identified persons are likely to seek to transfer to the Company or a Successor Contractor under the TUPE Regulations, and regarding any other claims or issues that it is aware of that may affect the Company or a Successor Contractor;

6.5.3 will comply with its information and consultation obligations pursuant to the TUPE Regulations and will liaise with the Company and any Successor Contractor in good time and generally allow the Company and/or any Successor Contractor to participate in consultation with the Contractor's Personnel or their representatives as they may reasonably require, in particular to allow any redundancies to be lawfully conducted.

6.5.4 shall promptly on the Company's request fully and accurately disclose to the Company details concerning the individuals employed or engaged in the provision of the Services and/or their terms and conditions of employment/engagement as the Company may reasonably require time to time.

6.6 Any liability incurred by the Contractor or its agents, servants and sub-contractors (where permitted in accordance with clause 3.1) as a result of any dismissal of Contractor's employees by the Contractor or its agents, servants and sub-contractors is entirely the liability of the Contractor.

6.7 The Contractor shall indemnify and keep indemnified the Company and the Successor Contractor at all times and against all and any costs, expenses, liabilities, damages and losses arising out of any claim, action, demand or proceeding which arises or is alleged to arise by virtue of the operation of the TUPE Regulations in connection with the termination of the Contract or the termination of the provision of any of the Services (including without limitation in relation to any dismissal or alleged dismissal of any individual employed or engaged or formerly employed or engaged in the provision of the Services).

6.8 It is the intention of the parties that any Successor Contractor shall be entitled, pursuant to the Contracts (Rights of Third Parties) Act 1999, in its own right to the benefit of and to enforce the provisions of clause 6.7 of these Conditions.

7. TRANSPORT UNITS

7.1 The Contractor shall ensure that it has all necessary assets, capacity and resources to perform the Services and must make available and keep available equipment (including Transport Units and all other equipment necessary for the performance of the Services and/or the handling of Goods) in the required quantity to meet the Company's requirements. The equipment must have the necessary licenses, must be fully functional, safe and of the proper dimensions and also suitable for the transportation and handling of the Goods.

7.2 As regards Transport Units whether belonging to the Contractor or the Company and/or to its customers or to other third parties, the Contractor shall keep such Transport Units in good, legal and workable condition whilst any such units are in its possession or control (or that of any of its agents, servants or sub-contractors). The Contractor shall be responsible for the loss of, or any damage to, any such Transport Unit sustained while in such possession or control (or that of his agents, servants or sub-contractors). The Contractor shall indemnify the Company against the cost of making good such loss or damage to the Company's entire satisfaction. The Contractor shall immediately comply (at the Contractor's expense) if the Company demands that the Contractor deliver equipment to a location determined by the Company for inspection and repair.

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7.3 If a Transport Unit belonging to the Company and/or its Customer and/or other third parties appears to be damaged or deficient at any time during which it is in the possession or control of the Contractor or of any of its agents, servants or sub-contractors (where permitted in accordance with clause 3.1) the Contractor shall notify the Company immediately when the damage occurs or a deficiency is discovered and shall furnish written details to the Company as soon as practicable. If the Contractor's notice is not given immediately to the Company then the Company will be entitled to hold the Contractor responsible for the damage or deficiency and any loss or damage arising from such damage or deficiency in the equipment.

7.4 A Transport Unit supplied by the Company is to be used only by the Contractor (or its permitted sub-contractor) and only for the purpose of performing the contract with the Company unless otherwise authorised by a Statutory Director of the Company in writing. A Transport Unit shall remain at all times the unencumbered property of the Company or its customers or any other third party (as the case may be) and where the Contractor engages a sub-contractor, neither the Contractor nor its sub-contractor shall sell, charge or encumber it in any way or lease it or allow any lien to be created or exercise any lien over it.

8. INDEMNITY

8.1 The Contractor will indemnify and keep indemnified the Company against all third party claims and liability made against or incurred by the Company:

8.1.1 arising from the unlawful or unauthorised use of any Transport Unit whilst it is in the possession, custody or control of the Contractor or its agents, servants or sub-contractors; or

8.1.2 arising from the death or injury to any person or damage to the property of any person, firm or company; or

8.1.3 arising directly or indirectly:

8.1.3.1 out of the presence, use or condition of any Transport Unit (including the Company's equipment) whilst it is in the possession, custody or control of the Contractor or its agents, servants or sub-contractors (where permitted in accordance with clause 3.1);

8.1.3.2 out of the performance, or failure of performance, by the Contractor of the contract (including any special requirements particular to the particular Contract) or any breach thereof or of these Conditions;

8.1.3.3 out of the Contractor (or its agents, servants or sub-contractor, where permitted in accordance with clause 3.1) failure to comply with all Applicable laws and regulations as may apply from time to time in any jurisdiction through which the Contractor's vehicle(s) transit(s) during performance of the Services for the Company, including without limitation Applicable Laws applying to drivers hours and to employees' remuneration and benefits: or arising

8.1.3.4 from the Contractor's failure to take all reasonable steps required by the Company to enable the Company to comply with such Applicable Laws; and

8.1.3.5 out of any other act, neglect or default of the Contractor or any of his agents, servants, or sub-contractors.

8.2 The indemnity contained in clause 8.1 shall not apply to the extent that (and only to the extent that) such claims have resulted from the proven negligence of the Company.

8.3 Except where the Company and the Contractor agree in writing to the contrary, the Contractor shall be responsible for ensuring that the requirements of every statute, regulation and order from time to time

in force (in any relevant country) relating in any way to drivers, motor vehicles, trailers and other vehicles and equipment used for carrying, loading and/or unloading Goods shall at all times be strictly observed and all payments promptly made.

8.4 Without in any way limiting the obligations of the Contractor under clause 8.3, it shall be the Contractor's duty to ensure that any vehicles used by him display in the manner required by law, all the necessary licence discs, permits, tax discs and other notices appropriate to the vehicle and to the country/countries of registration and of passage.

8.5 The Contractor shall fully and absolutely indemnify and keep indemnified the Company against all claims, demands, loss, penalties, costs, expenses, actions and liability arising out of the failure by the Contractor to perform its obligations under these Conditions. For the avoidance of doubt, it shall be a breach of this indemnity whether or not the Contractor or its employees, agents, servants or sub-contractors is/are knowingly or innocently in breach of its/their obligations. This statement, whilst of general application, is particularly relevant in the event of any breach in relation to the carriage of unauthorised persons or cargoes.

9. PROOF OF DELIVERY, INVOICES AND STATEMENTS

9.1 All prices, quotations or estimates given by the Contractor to the Company shall include all costs and taxes applicable to the Services to be provided by the Contractor unless otherwise expressly agreed in writing by the Company.

9.2 The Contractor shall confirm to the Company using the Supplier Gateway or EDI, subject to clause 19.2 the actual collection date, collection time, delivery date and delivery time of each movement undertaken on behalf of the Company.

9.3 The Contractor shall provide to the Company using the Supplier Gateway or EDI, subject to clause 19.2 a POD where indicated for each delivery made by the Contractor in accordance with sub-clause 9.6, unless otherwise agreed in writing by a Statutory Director of the Company.

9.4 The Contractor will only be required to post original PODs upon written request of the Company and each POD must be received by the Company within 7 days of the written request being made.

9.5 All original PODs shall be the property of the Company.

9.6 All PODs must be of sufficient quality (in the sole discretion of the Company) that all details are legible and the image can be retrieved in an acceptable condition once provided to the Company using the Supplier Gateway. The POD must have sufficient details to meet the Minimum Requirements (as defined below). If any of the detail is missing then the POD is not valid and cannot be accepted.

The Minimum Requirements are that the POD must:

9.6.1 be the correct POD for the relevant job;

9.6.2 include the name of the consignor, address of collection location;

9.6.3 include the name of the consignee, address of delivery location;

9.6.4 include the Goods description and the method of packing and, in the case of dangerous goods, their generally recognized description and seal number;

9.6.5 include the quantity, the number of packages and their special marks and numbers, and gross weight;

9.6.6 contain the signature of the consignee or official company stamp;

9.6.7 contain the delivery date;

9.6.8 include the requisite instructions for Customs and other formalities.

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- 9.7 Where a Self Bill agreement has been signed between the Company and the Contractor the Company will issue a Self Bill invoice for all services covered by the Self Bill agreement. The Contractor must not submit any invoice to the Company for any services covered by the Self Bill agreement.
- 9.8 Where no Self Bill agreement has been signed, RCNs for work carried out by the Contractor shall be issued by the Company periodically. RCNs will only be issued once actual collection dates, collection times, delivery dates and delivery times have been confirmed and the POD has been uploaded to the Supplier Gateway.
- 9.8.1 The RCNs shall identify the work performed, the invoice address and the amount to be invoiced. Any queries regarding an RCN must be raised by the Contractor within 7 days of receipt, failing which the Contractor shall lose the right to query anything contained in the RCN.
- 9.8.2 The Contractor shall use the Supplier Gateway to upload or submit the invoice upon receipt of and in strict compliance with each RCN. One invoice per RCN should be provided. The invoice must:
- 9.8.2.1 quote the RCN number;
 - 9.8.2.2 the supplier P-account number (where provided);
 - 9.8.2.3 account for the cost of the GAP insurance as stipulated in clause 11.3;
 - 9.8.2.4 be submitted after the submission of all relevant PODs; and
 - 9.8.2.5 be submitted against the relevant RCN.
- 9.9 The Company shall be under no obligation to pay the Contractor for any movement in respect of which the POD required by sub-clauses 9.3 and 9.4 has not been returned.
- 9.10 Subject to any mandatorily applicable legislation to the contrary, the Company may set off against any sum due, or becoming due, to the Contractor (in respect of any contract between the Company and the Contractor) any sum due, or becoming due, to the Company from the Contractor on any account, including outstanding claims for liability for loss of or damage to Goods, Transport Units or documents.
- 9.11 Payment terms are applied and due dates are calculated from the date the invoice is received by the Company Accounting System.
- 9.12 Invoices will be paid on the first available payment run following the due date.
- 9.13 The Contractor shall provide the Company with its invoice in respect of all the services completed in a timely manner. Without prejudice to the foregoing, and except where invoices are issued on a self-billing basis, if the Contractor does not submit such invoice within three months following the date on which the Contractor provided the relevant services, no prices shall be payable by the Company in respect of those Services.

10. THE COMPANY'S LIABILITY

- 10.1 The Company shall have no obligation to ensure, or provide for, the safety, custody or condition of any of the Contractor's vehicles, equipment or property and no claims shall lie against the Company for any loss, damage or injury to such vehicles, equipment or property.
- 10.2 Unless expressly agreed otherwise in writing between the parties each contract for the carriage, transportation or storage of Goods by the Contractor shall constitute a separate contract subject to these Conditions and nothing herein shall be construed as a contract for multiple contracts or as a guarantee or assurance to the Contractor of any future contract work.
- 10.3 In all other cases, and where applicable, the Company shall have no liability to the Contractor for indirect, punitive, special, and/or consequential losses, damages or claims or any loss of income, profits or

goodwill (whether in tort, contract or otherwise) and any liability shall not exceed 75,000 SDRs.

- 10.4 Subject to clause 10.5, the Company shall not be liable to the Contractor for any damage whatsoever, relating to the performance of the services by Contractor, its employees, agents or any third parties for whom the Contractor is liable in any way including, without limitation, personal injury, damage as a result of death, loss, penalties, fines, costs, consequential loss, traffic fines or other special damage or loss and/or damage to persons or matters caused by material that the Company made available to the Contractor or matters that the Contractor received for transport.
- 10.5 Nothing in these Conditions limits or excludes the Company's liability for:
- 10.5.1 death or personal injury caused by its negligence;
 - 10.5.2 fraud or fraudulent misrepresentation; or
 - 10.5.3 any other liability which cannot be limited or excluded by mandatory applicable law.

11. INSURANCE

- 11.1 The Contractor shall take out in his own name and maintain at its own expense such policies of insurance with a reputable insurer for the Services against its liabilities and obligations under the Contract as the Company may require and shall comply with the conditions of that insurance. The Contractor shall produce to the Company upon demand such policies and the receipts for the current premiums thereon. Such insurances shall include:
- (a) Employers liability insurance, including medical coverage for accidents, as required by law, which covers all drivers and employees who are engaged in the fulfilment of the obligations under the Contract;
 - (b) The mandatory Third-Party Liability Insurance for vehicles in conformity with the national or European legislation, regulations and the Contract;
 - (c) An equipment liability insurance with coverage for the risk for liability;
 - (d) Freight Liability Insurance, including cover for Errors & Omissions and including cover for CMR, whether compulsorily applicable or contracted, and other applicable international conventions, laws;
 - (e) Public liability insurance, including Error & Omissions.

Each cover shall be on terms in accordance with Good Industry Practice and otherwise meeting any statutory requirements. The Contractor shall ensure that the Company is given immediate written notice of any cancellation, termination, suspension, revocation, or material amendment in cover of any insurances required herein.

- 11.2 The obligation of the Contractor to provide the insurance policies specified in clause 11.1, inspection by the Company of any insurance policies submitted to it by the Contractor shall not be considered as an admission or acceptance by the Company of the validity or sufficiency of such policies. Such validity and sufficiency shall at all times remain the absolute responsibility of the Contractor.
- 11.3 If the Contractor complies with clause 11.1 above, the Company shall waive recovery rights in respect of any claim for loss, damage or delay to Goods for any amount which cannot be recovered under the Contractor's insurance policy. A GAP Insurance cost of 0.45 GBP (EURO 0.50) shall be deducted from the freight payable for each sub-contract between the Company and the Contractor to provide for this facility. Such cost may be amended by the Company to reflect reasonable variations in its insurance costs, subject always to prior written notice of any such change being provided to the Contractor.

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For the avoidance of doubt, the waiver contained in this clause 11.3 shall not apply to:

- 11.3.1 any insurance policy excess or deductible on the Contractor's policy;
- 11.3.2 the first EURO 5000 which the Contractor cannot recover from its liability insurer; and
- 11.3.3 Any amount over EURO 1 million.

and in no circumstances constitutes sale of insurance to the Contractor by the Company.

12. NO RIGHT OF LIEN

The Contractor shall not and shall procure that none of its agents, servants or sub-contractors (where permitted in accordance with clause 3.1) shall not, have any right of suspension, pledge and/or lien or any other security in respect of the goods, Transport Units or documents against the Company nor may the Contractor or its agents, servants or sub-contractors rely on such a right. The Contractors are not allowed to refuse to deliver the goods, transport units or documents.

13. SEVERABILITY

If any of the provisions of these Conditions is found by a Court of competent jurisdiction to be void or unenforceable in whole or in part, such provision shall be deemed to be deleted from these Conditions and the remaining provisions of these Conditions shall continue in full force and effect.

14. THE CONTRACTOR'S LIABILITY

- 14.1 Unless otherwise agreed in writing, the Contractor shall be liable to the Company for loss or damage to or delay to or misdelivery of Goods transported by the Contractor or the Contractor's employees, agents, servants or sub-contractors (where permitted in accordance with clause 3.1) in accordance with the following:
The provisions of any mandatorily applicable International Convention or National legislation (including, but not limited to the CMR, CIM, Warsaw Convention or any relevant Convention for Carriage of Goods by Sea). Subject to this clause 14.1, clause 14.2 and clause 14.3 the liability for loss or damage to the Goods shall be based on the full invoice value of the Goods and where relevant and in addition, the carriage and storage costs, the customs and excise duties, taxes or other fiscal levies, cleanup costs and cost of disposing of the goods and other charges incurred in respect of the carriage shall be refunded by the Contractor if applicable (i) in full in case of total loss and (ii) in proportion to the loss sustained in case of partial loss.
- 14.2 Where no International Convention or National Legislation is mandatorily applicable, then the provisions of the CMR will apply voluntarily:
 - 14.2.1 to any domestic transport (i.e. wholly within the boundaries of a country) IF that domestic transport forms any part of an overall movement which is subject to the CMR; and/or
 - 14.2.2 to transport to which the CMR would apply if containers were included in the definition of "vehicles" for the purposes of Article 1.2 of the CMR.
- 14.3 Where 14.1 and 14.2 do not apply, then the Contractor's liability shall be determined by these Conditions of Contracting and shall be limited as follows: -
 - 14.3.1 in the case of claims for loss or damage to Goods, the value of any Goods lost or damaged OR a sum equal to the number of special drawing rights (SDRs) per kilo of the gross weight of any Goods lost or damaged as is prescribed by CMR from time to time (whichever shall be the lesser);
 - 14.3.2 in the case of a failure to deliver or arrange delivery of Goods in reasonable time or to adhere to agreed departure or arrival

dates: a sum equal to twice the amount of the Company's charges to its Customers for the relevant transport undertaken (being for this purpose the whole of the Company's charges and not merely the charges for any part (if less) undertaken by the Contractor;

- 14.4 Where the CMR applies mandatorily or voluntarily, the Contractor and the Company agree that clause 3 above amends Articles 37 and 38 of the CMR accordingly. Article 37 of the CMR will never affect the Contractor's liability towards the Company pursuant to Articles 3 and 17 of the CMR.
- 14.5 Unless otherwise agreed in writing (or mandatorily otherwise required by any International Convention or National legislation), Article 32 of the CMR (which includes provisions on time bar and suspension of the period of limitation) will apply to all claims between the Contractor and the Company, including demands for payments (even where the CMR does not apply mandatorily).
- 14.6 The Contractor undertakes that the Transport Unit will be at the agreed place and time for the services in a timely manner. Parties furthermore agree the following:
 - (a) If the Contractor states that the Transport Unit will not be present in time, or if this is known to the Company in another way, the Company shall be entitled to terminate the relevant transport order without the Company being obliged to compensate any damage of the Contractor.
 - (b) The Contractor shall be liable for any damage that the Company suffers as a result of the termination referred to in (a) unless the failure to make the Transport Unit available was caused by a Force Majeure Event.
 - (c) The Company shall be entitled to terminate the Transport Order until the time that the Goods have been placed at the Contractor's disposal, without the Company being obliged to compensate any damage of the Contractor. The Company shall not be liable for the damage that the Contractor suffers if the Goods are (partly) not at the Contractor's disposal at the agreed place and time unless the Contractor proves that this can be blamed on the Company.
- 14.7 The Contractor's period of liability shall start at the commencement of loading the Goods and/or Transport Units in or onto the means of transport. The Contractor's period of liability shall end at the time the Goods and/or Transport Units are unloaded from the means of transport and are delivered to the consignee, appearing from the written receipt signed by or on behalf of the consignee or other party entitled. Delivery shall have been made at the time that the Contractor has handed over the actual custody of the Goods and/or Transport Units to the consignee or other party entitled.
- 14.8 The Goods inside the Transport Units and/or Transport Units on chassis shall be secured by the Contractor or the Contractor's driver unless the Company has given other written instructions.
- 14.9 The Contractor's period of liability shall not end following the refusal by the consignee or receiver to take delivery of the Goods and/or Transport Units. If delivery of the Goods is refused, the Contractor must contact the Company to request instructions.
- 14.10 In carrying out the services, the Sub-Contractor will always act as a carrier and never as freight forwarder or forwarding agent.
- 14.11 If the Contractor has Goods or Transport Units in its possession other than in the ordinary course of transit, the Contractor shall undertake the capacity of warehouse keeper and shall be responsible in that capacity for all damage to or loss of the Goods or Transport Units, howsoever caused.
- 14.12 In the cases referred to in clause 14.11. related to Goods, the Contractor shall be obliged to compensate the full sound market value of the lost or damaged Goods claimed by the Customer, subject to its obligation to compensate interest, (extra)judicial and other expenses and loss in conformity with applicable law and conditions.

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14.13 In the cases referred to in clause 14.11 related to Transport Units, the Contractor shall be obliged to compensate the replacement value of the lost or damaged Transport Units. The replacement value will be provided by formal claim.

14.14 The Contractor shall not be entitled to avail itself of the provisions of this Clause 14 which exclude or limit its liability or which shift the burden of proof if the damage was caused by his willful misconduct or by such default on its part as, in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to willful misconduct.

15 CUSTOMS CLEARANCE

15.1 Where the Contractor is providing customs clearance for the Company, the Contractor shall:

- 15.1.1 act upon information received in writing from the Company;
- 15.1.2 ensure it has in place all documentation required for customs clearance and shall undertake the services on behalf of the Company;
- 15.1.3 advise of any irregularities or discrepancies in the information and documentation received relevant to the business.

15.2 Where customs clearance is being performed by a third party nominated by the Company, the Contractor shall provide in a timely manner to that third party all documentation and information necessary so as to allow the third party to complete customs clearance on or before arrival of the load at a Customs Clearance Point.

15.3 The Contractor shall be liable for any costs damages or expenses incurred (whether by the Contractor or by the Company) for the Contractor's failure to adhere to timelines or obligations set out in the clauses 15.1 and 15.2 (including but not limited to demurrage, storage, detention, electricity, waiting, alternative transport, security, penalties, or any relevant costs incurred due to custom delays).

15.4 The Contractor shall indemnify the Company against all fines that HMRC or any other tax, payments and customs authority may levied against the Company who are found to be the fault of the Contractor.

16 ANTI-BRIBERY COMPLIANCE

16.1 The Contractor shall:

- 16.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
- 16.1.2 comply with the Company's Anti-bribery and Anti-corruption Policy as varied from time to time;
- 16.1.3 have and shall maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010 to ensure compliance with the Company's Anti-bribery and Anti-corruption Policy and the Bribery Act 2010 and will enforce them where appropriate;
- 16.1.4 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of the Contractor's contract with the Company.

16.2 The Contractor shall ensure that any person associated with the Contractor who is performing services in connection with this agreement (including those agents, servants or sub-contractors approved in accordance with clause 3.1 above) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause 16. The Contractor shall be responsible for the observance and performance by such persons of this clause 16 and shall be directly liable to the Company for any breach by such persons.

17 DATA PROTECTION

17.1 The parties recognize and accept that if a party processes personal data as defined in Data Protection Legislation, relating to any of the other party's directors, employees, independent contractors or agents of the other party, it shall do so in strict adherence to the Data Protection Legislation.

17.2 The Contractor confirms that it will:

- a) act only on written instructions from the Company (unless otherwise required by law);
- b) ensure any processing of personal information is limited to the processing set out in the contract or Company's written instruction;
- c) on the written instruction of the Company delete or return all personal information to the Company when the Contractor ceases to provide the relevant services;
- d) ensure that any individuals processing the data are subject to a duty of confidentiality and comply with the Contractor's obligations under the Data Protection Legislation;
- e) take appropriate technical and organisational security measures to ensure compliance with the Data Protection Legislation;
- f) only use another agents, servants or sub-contractors with the prior written consent of the Company, subject to clause 3 of these Conditions and will then ensure that such agents, servants or sub-contractors shall comply with these GDPR/UK GDPR (as appropriate) requirements;
- g) assist the Company to meet its obligations under the Data Protection Legislation in relation to allowing data subjects to exercise their rights under the legislation;
- h) be able to demonstrate (including through records, inspections, audits) to the Company at any point compliance with the Data Protection Legislation and will maintain a record of all data processing carried out on the Company's behalf;
- i) report data breaches to the Company as data controller without undue delay;
- j) only transfer personal data outside the UK, EEA/EU with the Company's prior written consent and in compliance with the GDPR/UK GDPR (as appropriate);
- k) notify the Company immediately if it considers that any of the Company's instructions infringe the Data Protection Legislation;
- l) notify the Company immediately if it receives a request from an individual to access the personal data held on them, or if an individual asks to exercise its rights under GDPR/UK GDPR (as appropriate), and provide the Company with relevant assistance;
- m) cooperate with the ICO or other European Supervisory Authorities as necessary.

17.3 The Contractor may share driver and vehicle details with the Company for the purpose of avoiding/investigating fraud and other criminal acts. The lawful basis for this processing is Legitimate Interest and prevention of crime.

17.4 The Contractor acknowledges that the obligations of this clause are essential and that any violation thereof could seriously harm the Company's interests and reputation, and may moreover have a significant (financial) impact on the Company and its subsidiaries and affiliates. Therefore, the Contractor shall be liable for any damages attributable to any failure on its part to comply with the provisions of this clause and/or applicable law (including, in particular, the GDPR/UK GDPR (as appropriate)), irrespective of the limitations of liability set forth in the agreement.

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18 FORCE MAJEURE

- 18.2 The Parties shall not be liable for any failure to perform the Contract where and to the extent performance is prevented or seriously delayed by any Force Majeure Event. Notwithstanding the foregoing, each Party shall use its reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure Event.
- 18.3 The Party affected by Force Majeure Event shall notify the other Party immediately, following the commencement of the Force Majeure Event setting out the nature and extent of the Force Majeure Event and shall similarly notify the other Party within 24 hours following the end of the Force Majeure Event.
- 18.4 The affected Party is not required to perform any of its obligations which are prevented or seriously delayed by the Force Majeure Event for as long as such event continues and leaves the affected Party unable, using all reasonable efforts, to recommence its affected performance.

19 IT PROVISIONS

- 19.1 The Contractor ensures to use IT provisions that provide the Company with live timestamps, such as Truckcom or any other supplier connectivity app; or other API.
- 19.2 Parties shall cooperate with each other in order to integrate their systems and to use EDI (Electronic Data Interchange) for data exchanges. Each Party shall bear its own costs for this integration. The Contractor ensures to provide track and trace possibilities either through EDI/API connection or through the third-party real-time tracking system selected by the Company.
- 19.3 If the Contractor exchanges or has others exchange data with the Company, it shall be liable itself for the quality and punctuality of the data and their exchange. Furthermore, the Contractor shall indemnify the Company against any claim and any loss, any damage and any other problem caused by or in connection with these data or their exchange.

20 AUTHORISED ECONOMIC OPERATORS

- 20.1 The Contractor shall ensure that:
- 20.1.1 Goods which are produced, stored, forwarded or carried by order of an Authorised Economic Operator (AEO) which are delivered to an AEO or which are taken for delivery from an AEO are:
- 20.1.1.1 produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas;
- 20.1.1.2 protected against unauthorized interference during production, storage, preparation, loading and transport.
- 20.1.1.3 not left unattended and are always transported, handled and/or stored in accordance with the highest possible security measures. These include, but are not limited to:
- a) Truck cabs always are locked when they are left, e.g. for a short break.
- b) The truck has a certified alarm system.
- c) Trailers / containers are sealed / locked and regular security inspections are undertaken by the drivers.
- d) Using tracking devices, locks, safe/ secure parking areas and / or transshipment/ warehousing locations and exclusive use of parking facilities under

surveillance and performance of the Services by two drivers when requested.

- e) Transshipment/ warehousing locations have an alarm system, preferably with video surveillance.
- f) For trucks, transshipment / warehousing locations there is a key-management procedure.
- g) The transportation instructions provided by the Company are strictly followed, with no other goods, or changed addresses, accepted from others.
- h) The Company is entitled to give any reasonable further instructions and the Sub-Contractor warrants to follow such instructions. Any de-viation from the instructions in the Company's Transport Order, or security infringements, will be re-reported to the Company immediately.

- 20.1.2 The Contractor shall procure that reliable staff (including temporary staff) that are employed for the production, storage, reparation, loading and transport of this Goods:
- 20.1.2.1 have been carefully and demonstrably screened prior to employment;
- 20.1.2.2 have been trained in security awareness, and this is regularly updated;
- 20.1.2.3 are informed in writing that they have to comply with the same security requirements.
- 20.1.3 Any persons acting on behalf of the Contractor (including those agents, servants or sub-contractors approved in accordance with clause 3.1 above) are informed that they also need to ensure the supply chain security in accordance with this clause 20.
- 20.1.4 If the Contractor have an accredited security management system, for example AEO (Authorized Economic Operator) status, BS ISO 28000:2007 for Security Management for the Supply Chain, or TAPA (Transported Asset Protection Association) certification, the Contractor shall confirm this and provide to the Company upon demand a copy of such certificate.

21 CONFIDENTIALITY

- 21.1 The Company shall give the Contractor such information as is required to properly perform the Services or that is otherwise necessary for reason of an efficient planning and performance of the services.
- 21.2 The Contractor will treat as strictly confidential all information received or obtained as a result of entering into any contract with the Company and may not disclose any information which would otherwise be confidential unless and to the extent: (i) required by law; (ii) the Company has given prior written consent to disclose; (iii) necessary in the provision of the Services, (iv) the information had already come into the public domain through no fault of the Contractor at the time of disclosure.
- 21.3 Neither Party shall make a public announcement concerning the services without the other Party's prior written permission.
- 21.4 The Contractor is not allowed to contact the Customers of the Company or any of its agents, servants or their respective employees for commercial purposes. Any and all information necessary to perform the services shall be obtained via the Company.

22 TERMINATION

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22.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Contractor if:

22.1.1 the Contractor commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

22.1.2 the Contractor takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 22.1.2.

22.1.3 the Contractor suspends or ceases, or threatens to suspend or cease, carrying on business; or

22.1.4 the Contractor's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract.

22.2 If the Contract is terminated, the Contractor shall make available for collection by the Company, on receipt of the Company's written instructions, all the Company's lists, operations manuals, technical guidelines, documents and/or property relating and/or belonging to the Company in the Contractor's possession shall be immediately returned to the Company.

22.3 Should the Contractor fail to make available the items within 14 days of receipt of a written instruction as per 22.2 above, the Contractor shall compensate the Company the insured value of the items.

23 AMENDMENTS TO THESE CONDITIONS

The Company may alter and/or amend these Conditions at any time. Notice of any such alterations or amendments will be sent to the Contractor and all contracts made between the Company and the Contractor subsequent to the date of any such alterations or amendments shall be subject to such alterations or amendments.

24 COMPLIANCE WITH P&O FERRYMASTERS BUSINESS PARTNER CODE OF CONDUCT

24.1 The Contractor covenants, represents and warrants that it shall comply, and shall procure that its directors, employees, personnel, its subsidiaries and its agents, servants or sub-contractors or any other persons of whose services the Contractor makes use for the performance of the services (where permitted in accordance with clause 3.1), comply with and adhere to the P&O Ferrymasters' Business Partner Code of Conduct ("CoC") and other applicable rules, regulations, policies, guidelines and requirements in the performance of these Conditions, which are available for printing and downloading via the P&O Ferrymasters' website <https://www.poferrymasters.com/about-us> responsibility which may be amended or updated from time to time. In case of an amendment of the CoC, the new version will be published on the above-mentioned website.

24.2 The Contractor shall implement all necessary measures to (i) prevent any breach of misconduct under the CoC during the execution of these Conditions and (ii) promptly give notice to the Company of any fact, act or omission that may result in a breach thereof or misconduct thereunder during the execution of these Conditions.

25 EUROPEAN MOBILITY PACKAGE & MINIMUM WAGE

25.1 The Contractor undertakes and covenants to comply with any and all applicable obligations and limitations in accordance with the European Mobility package.

25.2 The Contractor also undertakes and covenants to comply with any and all applicable statutory minimum wage regulations, i.e. to pay the respective statutory minimum wage to its employees.

25.3 The Contractor undertakes and covenants to oblige its agents, servants or sub-contractors (where permitted in accordance with clause 3.1 of these Conditions) to pay the statutory minimum wage to their employees and to comply in full with the European Mobility package.

25.4 Any breach of its obligations as stated in this clause 25 is a breach of these Conditions and will be regulated in accordance herewith. Should a third-party claim be made against the Company due to the violation of above-mentioned regulations by the Contractor or by its agents, servants or its sub-contractors (where permitted in accordance with clause 3.1 of these Conditions), the Contractor shall indemnify and keep indemnified the Company from all claims, fines, expenses incl. legal expenses related to such claim.

26 COMPLIANCE WITH DANGEROUS GOODS (DG) REGULATION AND LEGISLATION

26.1 When the Contractor arranges transportation of Dangerous Goods (DG) the Contractor covenants, represents and warrants and procures that its employees, personnel, its subsidiaries and its agents, servants or sub-contractors (where permitted in accordance with clause 3.1) that it shall comply with applicable legislation and local regulations and comply with the recommendations and demands relevant to the Contractor as are mentioned in the following regulations, all based on the "UN recommendations on the transport of dangerous goods":

- IMDG code for sea transportation
- ADR regulations for road transportation
- RID regulations for railway transportation
- ADN regulations for inland waterways transportation

The Contractor covenants, represents and warrants that all its employees involved in the DG transportation (including personnel at the office/shore-side and personnel involved as transporter or otherwise physically handling goods or documents) are trained and instructed in the extent as are needed according to the above mentioned recommendations and according to applicable legislation.

27 JURISDICTION AND CHOICE OF LAW

27.1 Any claim of whatever nature arising out of or relating to these Conditions or breach thereof shall be governed by the laws of England. All claims or disputes shall be submitted to the jurisdiction of the English Courts or, at the Company's sole option, either (a) to the jurisdiction of the Courts of the country of the principal domicile of the Contractor or (b) to the jurisdiction of the Courts of the country in which any asset (including any Transport Unit or bank account) of the Contractor is or might at the instigation of the Company be detained or frozen.

27.2 The provisions of 27.1 shall only be subject to (a) any mandatory local law applying in the particular circumstances and (b) where relevant to the mandatory provisions of mandatorily applicable international conventions such as but not limited to the CMR.

I acknowledge that I have received, read and understood a copy of these Conditions of Contracting and I agree to be bound by them.

Signed:

[print full name of the authorized representative]

[print job title of the authorized representative]

Duly authorized representative for and on behalf of

[print full name of Contractor]

Date: