

CED GROUP STANDARD TERMS AND CONDITIONS OF SALE

1. General
- 1.1 In these Conditions: "Cargo" means the goods that are the subject of the Services; "CED Group" means such member of the CED Group of companies as may provide the Services, and in the event of a dispute, CED Group Ltd shall determine the identity of the provider of the Services; "Contract" means any contract between Customer and CED Group for the sale and purchase of Services incorporating these Conditions; "Customer" means the Customer indicated on the Order Acknowledgement; "Dangerous Goods" means any substances and/or articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road as applied in the United Kingdom, or authorised only under the conditions prescribed in accordance with such agreement; "Freight Forwarding" means delivery of Cargo to a delivery address outside of the United Kingdom; "Order Acknowledgement" means an acknowledgement of an order issued by CED Group following receipt of an order from Customer for Services; "Packaging Materials" means the packaging materials described in an Order Acknowledgement to be supplied by CED Group; "Price" the price due for the Services set out in the Order; "Quote" means a quote for Services submitted by CED Group to Customer; "SDR" means special drawing rights as defined by the International Monetary Fund at the value calculated on the date when a claim is received by CED Group in writing; "Services" means the services provided by CED Group including the provision of Packaging Materials, storage of Cargo, Freight Forwarding and/or UK Haulage; "UK Haulage" means delivery of Cargo to a delivery address in the United Kingdom; and "Working Day" means a day other than a Saturday, Sunday or public holiday in England.
- 1.2 Words in the singular include the plural and in the plural include the singular. Words in one gender include all genders.
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 These Conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the Packaging Materials and Services. All other terms and conditions, express or implied, including any that Customer may apply or purport to apply, are excluded. None of CED Group's employees or agents has authority to modify or supplement these Conditions.
- 1.5 CED Group shall be entitled to amend these Conditions on 30 days' written notice to Customer.
2. Order Process and Cancellation
- 2.1 Unless stated on the Quote or otherwise agreed in writing by CED Group, a Quote is valid for 30 days. A Quote is subject to these
- Conditions.
- 2.2 Subject to Condition 2.3 below, or unless otherwise agreed between the parties, a legally binding contract between Customer and CED Group shall come into existence only if CED Group receives a purchase order number from Customer or if Customer responds in writing, including by email, to confirm the Order Acknowledgement while the Quote remains valid.
- 2.3 If Customer has a credit account with CED Group, a legally binding contract between Customer and CED Group shall come into existence when CED Group issues an Order Acknowledgement.
- 2.4 Customer acknowledges and agrees that the Packaging Materials, the Services and the Price are all based on the information provided by Customer in relation to the Cargo. Such information shall be relied upon by CED Group in preparing the Quote and Order Acknowledgement and in carrying out the Services. Unless Customer notifies CED Group within 24 hours of receipt of an Order Acknowledgement, Customer shall be deemed to warrant that such information is accurate and complete.
- 2.5 Once a legally binding contract has come into force, (a) no changes to the Cargo, including the nature, weight, quantity, condition and dimensions, shall be accepted without the prior written consent of the CED Group; and (b) Customer shall have no right to terminate the Contract.
- 2.6 CED Group may provide information in relation to export and import of goods. Such information is provided for Customer only and for information only. The Client shall not rely on such information in making any financial, legal, tax or other business or commercial decision in relation to the export and import of goods. Customer may not provide such information to any third party.
- 2.7 CED Group may from time to time provide Customer with images relating to the Packaging Materials and/or the Services. Customer shall not reproduce or distribute such images, and shall treat and keep any information contained within the images as confidential.
3. Packaging Materials
- 3.1 All samples, descriptive matter and advertising issued by CED Group and any descriptions or illustrations contained in CED Group's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Packaging Materials described in them. They will not form part of these Conditions and this is not a sale by sample.
- 3.2 If Customer is a consumer, CED Group warrants that the Packaging Materials are of satisfactory quality and fit for purpose. If Customer is a business, CED Group shall use reasonable endeavours to ensure that the Packaging Materials are of a satisfactory quality and fit for purpose.
- 3.3 Risk in Packaging Materials shall pass to Customer on collection or delivery. Title in the Packaging Materials shall pass to Customer only on payment of the Price of the Packaging Materials in question. Until such time as title passes, Customer shall (a) store the Packaging Materials separately from all other goods and in such a way that they remain readily identifiable as CED Group's property; and (b) maintain the Packaging Materials in satisfactory condition. Customer grants to CED Group and its agents an irrevocable licence at any time to enter any premises where the Packaging Materials are stored to recover the Packaging Materials if Customer fails to make payment of the Price for the Packaging Materials by the due date, or if CED Group has reason to believe that the circumstances set out in Condition 13.2 are likely to take place.
- 3.4 Customer acknowledges that no copyright, design rights or any other intellectual property rights in the Packaging Materials shall transfer to Customer. Accordingly, Customer shall not, and shall not assist or enable a third party to, copy or produce any materials that infringe the intellectual property rights in the Packaging Materials.
- 3.5 If Customer has provided to CED Group any designs or trade marks in relation to the Packaging Materials, Customer warrants and represents that use of such designs and/or trade marks in creating the Packaging Materials shall not infringe the intellectual property rights of any third party.
- 3.6 CED Group may agree to deliver Packaging Materials by instalments. Each instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle Customer to repudiate or cancel any other Contract or instalment.
- 3.7 Unless otherwise agreed by CED Group in writing, Customer shall accept manufacturing tolerances and quantities varying by not more than 10% from the quantity of Packaging Materials set out in the Order Acknowledgement, and shall pay pro rata for the actual quantity delivered. The quantity stated on CED Group's despatch note shall be conclusive evidence of the amount of Packaging Materials delivered except in cases of manifest error.
- 3.8 Customer shall inspect the Packaging Materials immediately on receipt and Customer shall be deemed to have accepted the Packaging Materials as being in conformity with the Contract unless written notice of rejection on the basis of non-conformity with the Contract is received in writing by CED Group within 2 days of the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 2 days after discovery of the defect or failure. If, after a valid notice of rejection has been given to CED

	Group, the conduct of Customer is inconsistent with such rejection, Customer shall be deemed to have accepted them.		intended destination of the Cargo.		Condition 5.5, CED Group may, at its absolute discretion, sell the Cargo and payment or tender of the proceeds after deduction of any Price due shall discharge CED Group from all liability in respect of such Cargo and the Services.
3.9	If it is shown to CED Group's reasonable satisfaction that all or part of the Packaging Materials fail materially to comply with the Contract, CED Group will either refund the Price or replace the defective Packaging Materials within a reasonable time, free of charge. SUCH REFUND OR REPLACEMENT SHALL BE DETERMINED BY CED GROUP AND SHALL BE CED GROUP'S SOLE LIABILITY IN RELATION TO ANY SUCH FAILURE. Replacement Packaging Materials are covered by these Conditions. Packaging Materials which are alleged not to comply with the Contract shall as far as possible be preserved for inspection by CED Group and where the CED Group agrees to replace the Packaging Materials, the defective Packaging Materials shall be made available for collection by CED Group.	4.7	If Customer requests CED Group to package the Cargo in accordance with Customer's instructions or design, Customer warrants to CED Group that (a) use by CED Group of any packaging design provided by Customer will not infringe the rights of any third party; and (b) the packaging instructions and/or design will be appropriate and suitable for the Services required.	5.7	Within 1 (one) Working Day of collection or delivery of Cargo from storage, Customer must inspect the Cargo and notify CED Group of damaged, missing or incorrect contents. Cargo which is incorrect must be returned to or made available for collection by CED Group in accordance with CED Group's instructions.
4	<u>Cargo</u>	4.8	Customer acknowledges that CED Group shall not be liable for any damage to Cargo packed by Customer or packed by CED Group under Customer's instructions or designs where such damage occurs as a result of the packaging.	6.	<u>UK Haulage and Freight Forwarding</u>
4.1	Customer warrants that it is either the owner of the Cargo or is authorised by the owner of the Cargo to accept these Conditions on such owner's behalf.	4.9	Customer shall, and shall procure that its agents shall, follow all instructions on the packaging, including the Packaging Materials, in relation to the storage, transportation and delivery of the Cargo.	6.1	Delivery dates set out in a Quote, Order Acknowledgement or otherwise requested by Customer or given by CED Group are given or accepted by CED Group in good faith but are not guaranteed.
4.2	If the Cargo contains any Dangerous Goods, Customer must notify CED Group in writing and if CED Group accepts the Cargo for the Services, the Cargo must be properly marked (or if not, all relevant information must be provided in accordance with Condition 4.3), and documented in accordance with any legislation for the time being in force for the storage and carriage of Dangerous Goods.	5.	<u>Storage</u>	6.2	Delivery shall be made to the delivery address specified on the Order Acknowledgement provided that (a) if no safe and adequate access or no adequate unloading facilities there exist then delivery shall be deemed at the expiry of 1 (one) clear day after notice in writing, including email, of the arrival of the Cargo at the delivery address has been sent to Customer; (b) when for any other reason whatsoever Cargo cannot be delivered or when Cargo is held by CED Group 'to wait to order' or 'to be kept till called for' or upon any like instructions and such instructions are not given or the Cargo is not called for and removed within a reasonable time, then delivery shall be deemed to have taken place.
4.3	Prior to receipt of Dangerous Goods, Customer shall provide CED Group with such information in writing as will enable CED Group to know the identity of the Dangerous Goods, the nature of the hazards created by the Dangerous Goods, and any action to be taken in an emergency.	5.1	Customer shall give CED Group at least 5 (five) Working Days' notice of its intention to deliver or collect Cargo from CED Group's storage facility. All sums due from Customer must be paid in full and cleared funds before Cargo can be collected or released.	6.3	If delivery is deemed to have taken place under Condition 6.2, CED Group may, at its absolute discretion, sell the Cargo and payment or tender of the proceeds after deduction of any Price due shall discharge CED Group from all liability in respect of such Cargo and the Services.
4.4	While the Dangerous Goods remain under the control of CED Group, Customer shall keep CED Group informed of (a) its recommendations on the handling and storage of the Dangerous Goods including health and safety recommendations; and (b) any statutory modification or re-enactment of any rules of regulations relating to Dangerous Goods by any relevant authority. CED Group shall be entitled to disclose all information supplied by Customer under this Condition 4.4 to its servants, agents and other contractors and any relevant Government department.	5.2	Following acceptance of the Cargo for storage, CED Group shall, if required, provide Customer with a receipt in writing, but the burden of proving the condition of the Cargo on receipt by CED Group and that the Cargo was of the nature, property, chemical composition, quantity, quality or weight declared in the Quote rests with Customer.	6.4	If the Services include delivery by rail, sea, inland waterway or air, such delivery may be arranged by CED Group as agent of Customer and shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Cargo. CED Group shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such delivery, provided that where the Cargo is carried partly by road and partly by such other means of transport, any loss, damage or delay shall be deemed to have occurred while the Cargo was being carried by road unless the contrary is provided by CED Group. CED Group shall determine the means, route and procedure to be followed in the provision of the delivery services.
4.5	Customer warrants and represents that the Cargo shall not contain (a) living creatures; (b) materials which are likely to encourage vermin or other pests; and/or (c) materials which may taint or affect other goods.	5.3	CED Group shall notify Customer of any pre-existing damage to and/or deficiency to the Cargo within a reasonable time of becoming aware of such damage or deficiency, provided that CED Group accepts no obligation to check the Cargo. Any damaged or deficient Cargo shall, in the absence of any express agreement to the contrary between the parties, be returned to Customer at Customer's expense.	6.5	Where CED Group acts as agent for Customer, CED Group shall be entitled and Customer hereby expressly authorises CED Group, to enter into all and any contracts on behalf of Customer as may be necessary or desirable to provide the Services. CED Group shall on demand by Customer provide evidence of any contract entered into as agent for Customer. In any and all dealings with HMRC for and on behalf of Customer, CED Group is deemed to be appointed and acts as direct representative as defined by Council Regulation 29134/92 as amended from time to time.
4.6	If Customer has itself packed the Cargo, Customer warrants to CED Group that (a) the Cargo has been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packaging, stowage, labelling and marking are appropriate to any operations or transactions affecting the Cargo and the characteristics of the Cargo; and (b) the packaging case, pallets, containers are in good condition and are fit for purpose and suitable for the carriage to the	5.4	Either party may at any time give not less than 21 clear days' notice in writing to the other party of its intention to terminate the Contract for storage and all of the Price that is due shall be payable to the date when the notice expires, notwithstanding earlier removal of the Cargo.		
		5.5	CED Group may require removal of all or part of the Cargo immediately, if in CED Group's opinion (a) any of the events in Condition 13.2 occur; (b) the storage of the Cargo poses a risk to the health and safety of CED Group, its servants or any third party or to CED Group's property or third party property; (c) the continued storage of the Cargo will result in the Cargo perishing or otherwise deteriorating and/or will cause damage to other goods or property.		
		5.6	If any of the Cargo is not removed after notice is given under		

6.6	Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment at CED Group's current rates of demurrage by the rights of CED Group against any other person in respect thereof shall remain unaffected.	8.1	Prices are exclusive of VAT. All sums due to CED Group shall be paid to the account and in accordance with the timetable all as stated on the Quote and/or Order Acknowledgement.	10.3	Any claim relating to the content of the Cargo, including a claim relating to Dangerous Goods;
6.7	CED Group may agree to engage a third party to follow Customer's instructions relating to the delivery or release of the Cargo in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document). In such circumstances (a) CED Group acts as agent for Customer in relation to such third party; and (b) Customer shall remain responsible for all freight, duties, charges, dues or other expenses in relation to the Cargo even if CED Group agrees to collect such expenses from a third party.	8.2	Customer agrees that certain payments may be required immediately, including costs of import duties, charges or taxes.	10.4	All claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of CED Group under these Conditions regardless of whether such claims, costs and/or demands arise from or in connection with the breach of contract, negligence or breach of duty of CED Group, its servants, subcontractors or agents;
6.8	Within 1 (one) Working Day of delivery of Cargo, Customer must inspect the Cargo and notify CED Group of damaged, missing or incorrect contents. Cargo which is incorrect must be returned to or made available for collection by CED Group in accordance with CED Group's instructions.	8.3	Customer agrees that any credit terms may be withdrawn by CED Group at any time for any reason.	10.5	Any claims of a general average nature which may be made on CED Group; and
7.	<u>Loading and Unloading</u>	8.4	If Customer fails to pay any sum by the due date, in addition to the rights and remedies set out in these Conditions, (a) CED Group shall be entitled to claim costs and interest under the Late Payment of Commercial Debts (Interest) Act 1998; and (b) CED Group may, at its absolute discretion, as agent of Customer sell the Cargo that is the subject of the unpaid invoice on at least 14 days' notice in writing to Customer and apply such proceeds of sale in or towards the payment of outstanding sums. When the Cargo is liable to perish or deteriorate, CED Group's right to sell the Cargo shall arise immediately upon any sum becoming overdue, subject only to CED Group taking reasonable steps to bring to Customer's attention its right to dispose of the Cargo before doing so.	10.6	Any claim by HM Revenue and Customs or their overseas equivalent in respect of the Cargo.
7.1	CED Group shall, if so required, sign a document or electronic record acknowledging receipt of the Cargo, but the burden of proving the condition of the Cargo, and its nature, quantity or weight at the time of collection shall rest with Customer.	8.5	In order to exercise its rights under Condition 5.6 and Condition 8.4, Customer agrees that CED Group has a general lien on all Cargo in its possession or control for all sums due at any time to CED Group on any account whatsoever. Storage charges shall continue to accrue on Cargo detained under lien.	11.	<u>Liability - CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION</u>
7.2	Customer shall take delivery of the Products and delivery shall be effective when the Products are delivered to the delivery address.	8.6	CED Group shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.	11.1	CED GROUP SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE IN RESPECT OF THE CARGO OR SERVICES WHERE THERE HAS BEEN FRAUD ON THE PART OF CUSTOMER OR THE OWNER, OR THE SERVANTS OR AGENTS OF EITHER, IN RESPECT OF THAT CARGO OR SERVICES, UNLESS THE FRAUD HAS BEEN CONTRIBUTED TO BY THE COMPLICITY OF CED GROUP OR OF ANY SERVANT OF CED GROUP ACTING IN THE COURSE OF HIS EMPLOYMENT.
7.3	Unless CED Group has agreed otherwise (a) CED Group will not be under any obligation to provide any plant, power or labour other than that carried by the vehicle, required for loading or unloading the Cargo; (b) Customer warrants that any plant, power or labour required for loading or unloading the Cargo which is not carried by the vehicle will be provided by Customer or on Customer's behalf; (c) CED Group shall be under no liability whatsoever to Customer for any damage whatsoever, howsoever caused if CED Group is instructed to load or unload any Cargo requiring plant, power or labour which, in breach of the warranty at Condition 7.3(b), has not been provided by Customer or on Customer's behalf; (d) CED Group shall not be required to provide Services beyond the usual place of collection or delivery but if any such service is given by CED Group it shall be at the sole risk of Customer.	9.	<u>Insurance</u>	11.2	Subject to these Conditions, CED Group shall be liable for physical loss, mis-delivery of or damage to Cargo occasioned during storage or carriage <u>unless</u> the same has arisen from any (a) Act of God; (b) consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition or destruction or damage by or under the order of any government or public or local authority; (c) seizure or forfeiture under legal process; (d) error, act, omission, mis-statement or misrepresentation by Customer or other owner of the Cargo or by servants or agents of either of them; (e) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Cargo; (f) leakage or deficiency of Cargo of a perishable or leaky nature, moth, vermin, insects, atmospheric or climatic causes; (g) insufficient or improper packing, save where caused by the Packaging Materials; (h) insufficient or improper labelling or addressing save where caused by CED Group; (i) riot, civil commotion, strike, lockout, general or partial stoppage or restraining of labour howsoever caused; (j) Customer not taking or accepting delivery in accordance with these Conditions; and/or (k) any other cause beyond the reasonable control of CED Group.
7.4	Customer shall indemnify CED Group against all claims and demands whatsoever which could not have been made if such instructions as are referred to in Condition 7.3(c) and such service as is referred to in Condition 7.3(d) had not been given.	9.1	Customer acknowledges and agrees that the Cargo is not insured by CED Group unless specific instructions are received from Customer and agreed in writing by CED Group. Customer is recommended to ensure Full Value Insurance cover is in place.		
7.5	Customer shall be responsible for all storage costs, additional delivery costs and other costs incurred by CED Group as a result of Customer's failure to take delivery of the Products.	10.	<u>Indemnity</u>		
8.	<u>Price</u>	10.1	Customer shall save harmless, defend and indemnify and keep indemnified CED Group from and against all costs, claims, losses, damages, expenses, liabilities, charges, fines and demands incurred by CED Group (including but not limited to all duties, taxes, imposts, levies, deposits and outlays of whatever nature levied by any authority in relation to the Cargo) arising out of:	11.3	CED Group shall not in any circumstances be liable for loss of or damage to Cargo (a) arising after storage or delivery of such Cargo has ended, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of CED Group, its servants, agents or subcontractors; or (b) arising as a result of insufficient packaging,
		10.2	Without prejudice to Condition 10.1 any liability assumed or uncured by CED Group when, by reason of carrying out Customer's instructions, CED Group has become liable to any other party;		

	labelling and/or packing of the Cargo except where CED Group carried out such services in relation to the Cargo.				
11.4	IN RESPECT OF STORAGE AND UK HAULAGE SERVICES, THE LIABILITY OF CED GROUP IN RESPECT OF CLAIMS FOR PHYSICAL LOSS, MIS-DELIVERY OF OR DAMAGE TO CARGO HOWSOEVER ARISING, SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE LESSER OF (A) THE VALUE OF THE CARGO ACTUALLY LOST, MIS-DELIVERED OR DAMAGED; (B) THE COST OF REPAIRING ANY DAMAGE OR OF RECONDITIONING THE CARGO; AND (C) A SUM CALCULATED AT THE RATE OF (i) £100 PER TONNE ON THE GROSS WEIGHT OF THE CARGO ACTUALLY LOST, MIS-DELIVERED OR DAMAGED DURING THE PROVISION OF STORAGE SERVICES; (ii) £1,300 PER TONNE ON THE GROSS WEIGHT OF THE CARGO ACTUALLY LOST, MIS-DELIVERED OR DAMAGED DURING THE PROVISION OF UK HAULAGE SERVICES.	11.11	ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.	13.2	Customer's financial position becomes unsatisfactory or if Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or (being a company) is deemed to be unable to pay its debts or has a winding up petition issued against it or a receiver appointed over all or any part of its assets, or if a proposal is made for a composition with creditors or scheme of arrangement or for an administrator to be appointed in respect of all or any part of the business or assets of Customer or (being an individual) commits an act of bankruptcy or has a bankruptcy petition issued against him; and/or
11.5	IN RESPECT OF CLAIMS FOR LOSS OF OR DAMAGE TO CARGO DURING FREIGHT FORWARDING SERVICES, THE LIABILITY OF CED GROUP HOWSOEVER ARISING, SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE LESSER OF (A) THE VALUE OF THE CARGO LOST OR DAMAGED; AND (B) A SUM CALCULATED AT THE RATE OF 2 SDR PER KILO OF THE GROSS WEIGHT OF THE CARGO LOST OR DAMAGED.	11.12	NO CLAIM MAY BE BROUGHT AGAINST CED GROUP UNLESS SUCH CLAIM IS MADE WITHIN 14 DAYS AFTER DELIVERY, RELEASE OR COLLECTION (AS THE CASE MAY BE) OF THE CARGO THAT IS ALLEGED TO BE LOST, DAMAGED OR MIS-DELIVERED, PROVIDED THAT IF CUSTOMER PROVES THAT (A) IT WAS IMPOSSIBLE FOR CUSTOMER TO ADVISE CED GROUP OR MAKE A CLAIM IN WRITING WITHIN SUCH TIME LIMIT; AND (B) SUCH CLAIM WAS MADE IN A REASONABLE TIME, CED GROUP SHALL NOT HAVE THE BENEFIT OF THE EXCLUSION OF LIABILITY SET OUT IN THIS CONDITION 11.12. CED GROUP SHALL IN ANY EVENT BE DISCHARGED OF ALL LIABILITY WHATSOEVER AND HOWSOEVER ARISING IN RESPECT OF THE SERVICES UNLESS A LEGAL CLAIM FILED WITHIN 9 (NINE) MONTHS FROM THE DATE OF THE EVENT OR OCCURENCE ALLEGED TO GIVE RISE TO A CAUSE OF ACTION AGAINST CED GROUP.	13.3	CED Group has reasonable grounds for suspecting that an event in Condition 13.2 will occur, or that Customer will not pay sums due by the due date.
11.6	IN RESPECT OF AN ERROR AND/OR OMISSION, OR A SERIES OF ERRORS AND/OR OMISSIONS WHICH ARE REPETITIONS OF OR REPRESENT THE CONTINUATION OF AN ORIGINAL ERROR IN RESPECT OF FREIGHT FORWARDING SERVICES, THE LIABILITY OF CED GROUP SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE LESSER OF (A) THE LOSS INCURRED; AND (B) 75,000 SDR IN THE AGGREGATE OF ANY ONE TRADING YEAR COMMENCING FROM THE TIME OF THE MAKING OF THE ORIGINAL ERROR AND/OR OMISSION.	11.13	THIS CONDITION 11 APPLIES NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM OF THE CONTRACT BY CED GROUP.	14.	<u>Miscellaneous</u>
11.7	IN RESPECT OF ALL OTHER CLAIMS FOR FREIGHT FORWARDING SERVICES, THE LIABILITY OF CED GROUP SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE LESSER OF (A) THE VALUE OF THE CARGO THAT IS THE SUBJECT TO THE CLAIM; (B) WHERE THE WEIGHT CAN BE DEFINED, A SUM CALCULATED AT THE RATE OF 2 SDR PER KILO OF THE GROSS WEIGHT OF THE CARGO THAT IS THE SUBJECT OF THE CLAIM; AND (C) 75,000SDR IN RESPECT OF ANY ONE TRANSACTION.	11.14	NOTHING IN THESE CONDITIONS EXCLUDES OR LIMITS THE LIABILITY OF CED GROUP FOR DEATH OR PERSONAL INJURY CAUSE BY THE CED GROUP'S NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.	14.1	The Contract may not be assigned by Customer without CED Group's prior written consent.
11.8	FOR THE PURPOSES OF THIS CONDITON 11, THE VALUE OF THE CARGO ACTUALLY LOST, MIS-DELIVERED OR DAMAGED SHALL BE TAKEN TO BE ITS INVOICE VALUE IF IT HAS BEEN SOLD AND SHALL OTHERWISE BE TAKEN TO BE THE REPLACEMENT COST THEREOF TO CUSTOMER AT THE COMMENCEMENT OF THE CONTRACT, AND IN ALL CASES SHALL BE TAKEN TO INCLUDE ANY CUSTOMS AND EXCISE DUTIES OR TAXES PAYABLE IN RESPECT OF THAT CARGO.	12.	<u>Force Majeure</u>	14.2	CED Group shall be entitled to sub-contract its obligations under the Contract in whole or in part.
11.9	CED GROUP'S LIABILITY (IF ANY) FOR LOSS OR DAMAGE AS A RESULT OF FAILURE TO DELIVER OR ARRANGE DELIVERY OF CARGO IN A REASONABLE TIME SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE PRICE UNDER THE RELEVANT CONTRACT.	12.1	CED Group shall not be liable for any failure to comply with the Contract related to any circumstances whatever (whether or not involving CED Group's negligence) which are beyond CED Group's reasonable control and which prevent or restrict CED Group from complying with the Contract.	14.3	Notices must be in writing to CED Group's or Customer's address and are deemed delivered on the first Working Day after sending by hand or on the third Working Day after being placed prepaid in the first class post to Customer's or CED Group's address.
11.10	IN NO CIRCUMSTANCES WHATEVER SHALL CED GROUP BE LIABLE (IN CONTRACT, TORT OR OTHERWISE, AND IRRESPECTIVE OF ANY	12.2	CED Group may where reasonable in all the circumstances (whether or not involving CED Group's negligence) without liability suspend or terminate (in whole or in part) its obligations under the Contract, if CED Group's ability to provide the Services by CED Group's normal means is materially impaired.	14.4	No failure by CED Group to enforce any provision of the Contract shall be construed as a release of its rights relating thereto or to sanction any further breach.
		13.	<u>Termination and Suspension</u>	14.5	Any associated company of CED Group shall be entitled to enforce the provisions of the Contract in place of CED Group. No other third party shall be entitled to enforce the provisions of the Contract, including but not limited to a recipient of the Cargo whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
			Without prejudice to its other rights or remedies under these Conditions, CED Group may terminate or suspend CED Group's performance of the whole or any outstanding part of the Contract if:	14.6	If any provision of the Contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.
		13.1	Customer breaches any term of any Contract with CED Group including	14.7	A Condition shall continue in force if it is expressly or by implication required to remain in force following termination of the Contract.
				14.8	The Contract shall be governed by and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction in relation to the Contract.
				14.9	Any personal data that Customer provides to CED Group will be held securely and processed only for the purposes of these Conditions. CED Group may share Customer's personal data with credit reference agencies, banks and other responsible organisations in order that CED Group can fulfil the Contract.