

TERMS & CONDITIONS OF TRADE FOR MASTERLINK LOGISTICS

These are the Terms & Conditions of Trade for Masterlink Logistics and they set out the terms and conditions under which we offer to carry out services on your behalf.

These Terms & Conditions of Trade shall constitute the entire agreement and supersede all other prior editions of Terms & Conditions whether written or oral between the parties in respect of the subject matter hereof and each party acknowledges that it has not relied upon any oral or written representation made to it by the other or its employees or agents other than those contained herein;

1. DEFINITIONS AND INTERPRETATION

"Business Day"	any day other than a Saturday, Sunday or a public holiday;
"Carriage Services"	means the services for the delivery of the Goods to the Consignee;
"Consignee"	means the recipient of Goods delivered by Masterlink Logistics;
"Consignment"	means all the Goods sent by the Customer to one Consignee as one delivery to the same address;
"Contract"	the contract for services between Masterlink Logistics and the Customer, as specified in the relevant Contract Document and incorporating these Terms and Conditions of Trade;
"Customer"	means the customer to which Masterlink Logistics supplies the Services as named in the Contract Document;
"Dangerous Goods"	means all Goods defined as dangerous by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and any Goods which, in the opinion of Masterlink Logistics, are of the same or similar nature or present a similar hazard;
"Contract Document"	means the paperwork signed by the Customer containing details of the Consignment and delivery requirements and details of any order for Technical Services and Storage Services (where relevant);
"Goods"	means the goods in respect of which the Services are supplied by Masterlink Logistics;
"Masterlink Logistics"	means Masterville Limited t/a Masterlink Logistics (company number 187817) whose registered office is at Unit 3 Blarney Business Park, Blarney, Co. Cork, and its subsidiaries;
"Services"	means the Carriage Services, the Technical Services and the Storage Services together with any other Service carried out by Masterlink Logistics on the instructions of the Customer in connection with the Contract Document;
"Storage Services"	means the service for storage of Goods at the Masterlink Logistics premises;

"Sub-Contractor"	means any third party engaged by Masterlink Logistics in connection with the provision of the Services;
"Technical Services"	means the order fulfilment, turnkey, repack and quality checking services or other such Services offered by Masterlink Logistics;
"Terms & Conditions of Trade"	means these Terms and Conditions of Trade or such further editions thereof as may be notified to the Customer from time to time;
"Transit"	means the period during which Masterlink Logistics is in possession of the Goods as more particularly detailed in Condition 3.2

2. AGREEMENT

In these Terms and Conditions of Trade:

- 2.1 Any of the foregoing definitions apply, as the context may require, to the singular or the plural form of the term used;
- 2.2 Any reference in these Terms and Conditions of Trade to "writing" or cognate expressions includes a reference to email, facsimile transmission or comparable means of communication;
- 2.3 Clause headings are inserted for ease of reference only and shall not affect construction;
- 2.4 Words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof;
- 2.5 Masterlink Logistics is not a common carrier and will accept Goods for Carriage and/or Storage and/or Technical Services only on these Terms and Conditions of Trade;
- 2.6 By signing the Contract Document or accepting provision of the Services the Customer is deemed to have accepted these Terms and Conditions of Trade. No variation to these Terms and Conditions of Trade or the Contract Document shall be binding unless agreed by Masterlink Logistics in writing and signed by an authorised officer of Masterlink Logistics;
- 2.7 The Customer confirms and warrants that all the information supplied by the Customer in the Contract Document is complete and accurate;
- 2.8 Unless otherwise agreed in writing by an authorised officer of Masterlink Logistics, these Terms and Conditions of Trade shall apply to all Services to be performed by Masterlink Logistics for the Customer to the exclusion of all other terms which the Customer may otherwise purport to apply under any letter, purchase order, confirmation of order or similar document;
- 2.9 If the Customer is not the owner of the Goods, he shall be deemed for the purposes of these Terms and Conditions of Trade to be the properly authorised agent of the owner of the Goods and able to accept these Terms and Conditions of Trade on behalf of the owner of the Goods. The Customer warrants that he has full authority to accept these Terms and Conditions of Trade on behalf of the owner of the Goods.
- 2.10 The Terms and Conditions of Trade shall not be capable of assignment (whether in whole or in part) save that Masterlink Logistics shall be entitled to employ sub-contractors as it feels necessary in the performance of its obligations under the Contract.

3. CARRIAGE SERVICES

- 3.1 Masterlink Logistics reserves the right to refuse to accept any Goods which it considers to be incorrectly or inadequately packaged or in any way unsuitable for Carriage Services.
- 3.2 Transit will be deemed to commence when the Goods are loaded onto a Masterlink Logistics vehicle and to be completed when the Goods are unloaded at the place of delivery, provided that if no safe or adequate unloading facilities exist at the place of delivery or if the Consignee refuses to accept delivery of the Goods, Transit shall be deemed to end one Business Day from the date when Masterlink Logistics notifies the Customer that the Goods have not been delivered to the Consignee.
- 3.3 Unless otherwise agreed in writing in advance, Masterlink Logistics shall have no responsibility to provide personnel other than the vehicle driver to load or unload the Goods.
- 3.4 The Customer shall, at its expense, provide any equipment or apparatus necessary for the loading or unloading of the Goods other than equipment carried on the delivery vehicle. Masterlink Logistics shall have no liability in respect of any loss of or damage to Goods resulting from the Customer's failure to provide such equipment or apparatus. The Customer shall indemnify Masterlink Logistics from and against any and all loss, damage, cost, claim or expense resulting from the Customer's failure to supply equipment or apparatus in accordance with this clause 3.4 or from any such apparatus being faulty, defective or inadequate.
- 3.5 If Masterlink Logistics is instructed by the Customer to undertake any activities other than provision of the Services at the usual or designated place of collection or delivery, Masterlink Logistics shall have no liability to the Customer in respect of such activities. The Customer shall indemnify Masterlink Logistics from and against any and all loss, damage, cost, claim or expense resulting from Masterlink Logistics performing any such activity pursuant to this clause 3.5.
- 3.6 Masterlink Logistics or its employees, servants or agents shall decide at their sole discretion whether safe and adequate access for loading or unloading exists at the place of collection or delivery. If the Customer or any employee, servant or agent of the Customer or the Consignee, or any other party acting in any authority other than that of Masterlink Logistics, requires the Consignment to be placed in the vehicle intended to transport the Consignment otherwise than at the discretion of Masterlink Logistics, damage to that vehicle and the Consignment shall be at the sole risk of the Customer and the Customer shall keep Masterlink Logistics indemnified against any claim or demand for any cost, loss or damage howsoever caused arising out of such loading or unloading, subject in all cases to the right of Masterlink Logistics to refuse to permit the loading or unloading of the Consignment if it so considers it advisable.

4. STORAGE SERVICES

- 4.1 Masterlink Logistics reserves the right to refuse to accept any Goods which it considers to be incorrectly or inadequately packaged or in anyway unsuitable for Storage Services.

5. TECHNICAL SERVICES

- 5.1 Masterlink Logistics shall carry out such quality checks, order fulfilment, turnkey or repack on the Goods as the Customer may instruct, provided that the Customer supplies Masterlink Logistics with such information and such quantity of Goods as Masterlink Logistics may require in order to provide such Service.
- 5.2 Masterlink Logistics shall have no liability in respect of any faults or defects in the Goods which Masterlink Logistics was not instructed to identify, or which would not be reasonably apparent on examination.

- 5.3 Masterlink Logistics shall have no liability to the Customer if the standards set by the Customer fall below those accepted by the Consignee or any third party recipient of the Goods.
- 5.4 Masterlink Logistics shall report the result of checks in such form and manner as the Customer shall reasonably require.
- 5.5 If the Customer delays in collecting, accepting for re-delivery or issuing instructions for delivery of Goods in respect of which Masterlink Logistics has supplied Technical Services, then Masterlink Logistics shall be entitled to charge for storage of such Goods at its then current standard rates from the date of completion of the Technical Services until the date of collection or delivery of the Goods.
- 5.6 Time shall not be of the essence in relation to the Technical Services and Masterlink Logistics shall have no liability in respect of delay in the provision of the Technical Services.

6. DANGEROUS GOODS

- 6.1 If Masterlink Logistics agrees to accept Dangerous Goods for carriage, the Customer must ensure that such Goods be accompanied by a full and detailed declaration as to their nature and contents and all documentation, labelling and marking required by law and in particular as required under Section 11 of the Carriage of Dangerous Goods by Road Act, 1998 and Regulations 17, 18 and 19 of the Carriage of Dangerous Goods by Road Regulations, 2007.
- 6.2 The customer shall provide Masterlink Logistics, in a timely manner, with all documentation required by law and in particular by the Carriage of Dangerous Goods by Road Act, 1998 and any regulations made thereunder, in connection with the carriage of any Dangerous Goods before transit of such goods.
- 6.3 The Dangerous Goods must be properly and safely packed in accordance with Regulation 33 of the Carriage of Dangerous Goods by Road Regulation, 2007 and any subsequent amendments and in accordance with any other requirements under law.
- 6.4 The Customer warrants that the carriage of the Dangerous Goods is permitted by law and that it has complied with all relevant requirements under law relating to the carriage of Dangerous Goods and that it has disclosed all relevant information relating to the carriage of the Dangerous Goods to Masterlink Logistics.
- 6.5 The Customer shall indemnify Masterlink Logistics, its servants, agents and sub-contractors from and against any and all loss, damage or injury however caused arising out of or connected either directly or indirectly with the carriage of any Dangerous Goods, whether declared as such or not.

7. CHARGES AND PAYMENT

- 7.1 Charges in respect of the Services shall be at Masterlink Logistics current rates as advised to the Customer as initially agreed or subsequently agreed either by way of written rate review or by agreement between the Customer and Masterlink Logistics.
- 7.2 All charges and/or payments referred are exclusive of value added tax and any other tax, duty fee imposed from time to time by any government or other authority and are subject to the addition of value added tax and such other tax, duty, fee or charges at the appropriate rate.
- 7.3 All payments to be made by the Customer to Masterlink Logistics under this Agreement shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

- 7.4 Masterlink Logistics shall be entitled at any time, without notice to the Customer, to suspend the provision of all or any part of the Services if at any time any sums due from the Customer to Masterlink Logistics, which have not been disputed in writing, shall not have been paid in accordance with these Terms and Conditions of Trade, or if Masterlink Logistics shall reasonably form the view that the Customer is or is likely to become unable to pay its debts when due.
- 7.5 If delivery to the Consignee at the location specified in the Contract Document is not possible through no fault of Masterlink Logistics, the Customer shall be liable to pay:
- 7.5.1 Delivery charges to Masterlink Logistics' premises or any alternative location as instructed by the Customer; and
- 7.5.2 Storage charges in accordance with Masterlink Logistics' storage rates from time to time in force.
- 7.6 Unless otherwise agreed in writing, Masterlink Logistics' charges for the Services shall be payable by the Customer on or before the twentieth day of the month following the month when the Services were supplied. Masterlink Logistics shall be entitled to interest at 2% above the EURIBOR prevailing rate at the date of Masterlink Logistics' invoice or account, calculated on a daily basis on all amounts overdue to Masterlink Logistics as set-out in this clause 7.6.

8. LIABILITY

- 8.1 Subject to the provisions of this clause 8, Masterlink Logistics total liability in contract, tort (including negligence) or otherwise:
- 8.1.1 for Goods lost, damaged or stolen shall be limited to an amount equal to €25 per hanging garment or €7,000 per tonne of the Goods lost, damaged or stolen. If part of a Consignment or batch of Goods is lost, damaged or stolen in transit, Masterlink Logistics shall be liable in respect of the lost, damaged or stolen items only and not the entire Consignment.
- 8.1.2 in respect of the Storage Services, it shall be limited to an amount equal to Masterlink Logistics charges paid by the Customer for the Storage Services in relation to the Goods the subject of the claim.
- 8.1.3 in respect of the Technical Services, it shall be limited to an amount equal to Masterlink Logistics charges paid by the Customer for the Technical Services in relation to the Goods the subject of the claim.
- 8.2 Masterlink Logistics shall endeavour to deliver the Goods by the time stated in the Contract Document or otherwise agreed, but Masterlink Logistics shall have no liability in contract, tort (including negligence) or otherwise in respect of delay in delivery, and under no circumstances shall Masterlink Logistics be liable for any consequential loss arising from any such delay in delivery.
- 8.3 Masterlink Logistics shall have no liability for stolen Goods except:
- 8.3.1 in the case of Goods stolen during Transit, to the extent that Masterlink Logistics was negligent in securing the Goods whilst in Transit; and
- 8.3.2 in the case of Goods stolen whilst at the Masterlink Logistics premises, to the extent that the Goods were stolen following a forcible or violent entry to or exit from the Masterlink Logistics premises.
- 8.4 Masterlink Logistics shall not in any event be liable to the Customer in contract, tort (including negligence) or otherwise for:

- 8.4.1 any loss of revenue, business contracts, anticipated savings, markets or profits or for any indirect or consequential loss or damage whatsoever, arising from or in connection with the provision of the Services whether or not resulting from the negligence of Masterlink Logistics and whether such loss or damage was reasonably foreseeable or actually foreseen;
- 8.4.2 any Consignment or part thereof which is not adequately checked by the Customer prior to Transit; or
- 8.4.3 any Consignment or part thereof which is accepted as complete and undamaged by the Consignee on delivery; or
- 8.4.4 any shortage or error in delivery of Goods contained in unopened packages which are undamaged and undisturbed at delivery; or
- 8.4.5 any Service which is not specified in the Contract Document or otherwise agreed in writing, including, without limitation, any services provided other than at Masterlink Logistics' premises or the place of collection or delivery specified in the Contract Document.
- 8.5 Masterlink Logistics shall not in any event be liable to the Customer in contract, tort (including negligence) or otherwise in respect of any loss or damage arising from:
- 8.5.1 any latent or inherent defect, vice or natural deterioration of the Goods; or
- 8.5.2 fading or normal wear and tear of the Goods; or
- 8.5.3 insufficient or improper covering, packaging, labelling or addressing of the Goods or any Consignment; or
- 8.5.4 any error, act, omission or misrepresentation (innocent or otherwise) by the Customer, the owner of the Goods or any servant or agent of them; or
- 8.5.5 any failure of the Consignee to take delivery of the Goods.
- 8.6 All descriptions, representations, specifications and other particulars furnished or made orally by Masterlink Logistics or in catalogues, trade literature, price lists or other documents issued by Masterlink Logistics relating to the Services are given for general information purposes only and the Customer acknowledges that it has not relied upon any such description, representation, specification or other particulars or document.
- 8.7 Masterlink Logistics shall have no liability in contract, tort (including negligence) or otherwise:
- 8.7.1 in respect of any loss or damage to the extent that the Customer can claim for such loss or damage under the terms of any insurance policy; or
- 8.7.2 in respect of any Carriage Services, the date on which the Goods were to be delivered.
- 8.8 Masterlink Logistics shall have no liability in Contract, tort (including negligence) or otherwise in respect of any claim for lost, damaged, delayed or mis-delivered Goods which is not notified in writing to the Masterlink Logistics within five (5) days:
- 8.8.1 in respect of any excess payable by the Customer under the terms of any such insurance policy.
- 8.8.2 in respect of the Storage Services or Technical Services, the date on which the Goods are, or should have been, collected from Masterlink Logistics' premises or such other place of collection as shall have been agreed between the parties.

- 8.8.3 in respect of any other instance.
- 8.9 Masterlink Logistics shall not be liable for damages to the whole or any part of the Consignment, or physical loss, deviation, mis-delivery, delay or detention where the Consignee has acknowledged (by signing a Contract Document or otherwise) upon delivery that the Consignment has been received in good condition.
- 8.10 The Customer shall indemnify and shall keep indemnified Masterlink Logistics from and against any and all loss, damage, actions, costs, claims and expenses suffered by Masterlink Logistics as a result of the provision of the Services save to the extent that the same result from the negligence or breach of contract by Masterlink Logistics.
- 8.11 Except as specifically set out in these Terms and Conditions of Trade, Masterlink Logistics shall have no liability whatsoever to the Customer in Contract, tort (including negligence) arising out of the provision of the Services.
- 8.12 Nothing in the Terms and Conditions of Trade shall exclude or restrict Masterlink Logistics' liability for:
- 8.12.1 death or personal injury resulting from its negligence; or
- 8.12.2 fraudulent misrepresentation.

9. LIEN

- 9.1 Masterlink Logistics has a general and particular lien over the Goods for all sums owing by the Customer to Masterlink Logistics until such sums have been received in full by Masterlink Logistics. In case any lien is not satisfied within a twenty-eight (28) day period of time from the date upon which Masterlink Logistics first gives notice of the exercise of its lien to the Customer, the Goods may be sold and the proceeds of sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto. Masterlink Logistics will account to the Customer for any surplus.
- 9.2 Masterlink Logistics shall be entitled at the expense of the customer to dispose of the Goods by sale (or otherwise as may be reasonable in all the circumstances);
- 9.2.1 on twenty-eight (28) days notice in writing to the Customer, or where the customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods, any Goods which have been held by the Company for sixty (60) days and which cannot be delivered as instructed, and
- 9.2.2 without prior notice, Goods which content has perished, deteriorated or altered or there is an imminent prospect of doing so (in the reasonable opinion of Masterlink Logistics) in a manner which has caused or may reasonably be expected to cause loss or damage to third parties or to contravene any applicable laws or regulations.
- 9.3 Upon accounting to the customer for any balance remaining if any after payment of any sum due to Masterlink Logistics and the costs of sale or disposal by Masterlink Logistics shall be discharged from any liability whatsoever in respect of the Goods or Services.
- 9.4 During the currency of the exercise of lien, Masterlink Logistics is entitled to be paid storage charges at its current rates in force immediately prior to the imposition of the lien. If the Contract has been terminated, the relevant rate at which the storage charges will be payable will be that in force immediately prior to termination.

10. TERMINATION

- 10.1 Masterlink Logistics accepts that by providing the Services to the Customer that they are an important part of the supply chain of the Customer.
- 10.1.1 Where the Customer accepts the Services from Masterlink Logistics for a period of greater than any three but less than six consecutive months; Masterlink Logistics shall only be entitled to withdraw its Services after providing the Customer with at least one month's notice in writing of its intention to cease to provide the Services.
- 10.1.2 Where the Customer accepts the Services from Masterlink Logistics for a period of greater than any six but less than twelve consecutive months; Masterlink Logistics shall only be entitled to withdraw its Services after providing the Customer with at least three months notice in writing of its intention to cease to provide the Services.
- 10.1.3 Where the Customer accepts the Services from Masterlink Logistics for a period of greater than any twelve consecutive months; Masterlink Logistics shall only be entitled to withdraw its Services after providing the Customer with at least six months notice in writing of its intention to cease to provide the Services.
- 10.1.4 Where the Customer accepts the Services from Masterlink Logistics for a period of greater than any three but less than six consecutive months; the Customer shall provide Masterlink Logistics with at least one month's notice in writing of its intention to cease to use the Services.
- 10.1.5 Where the Customer accepts the Services from Masterlink Logistics for a period of greater than any six but less than twelve consecutive months; the Customer shall provide Masterlink Logistics with at least two months notice in writing of its intention to cease to use the Services.
- 10.1.6 Where the Customer accepts the Services from Masterlink Logistics for a period of greater than any twelve consecutive months; the Customer shall provide Masterlink Logistics with at least six months notice in writing of its intention to cease to use the Services.
- 10.2 This Clause 10 is subject to the Customer paying to Masterlink Logistics the agreed Charges in accordance with Clause 7.

11. SUB-CONTRACTORS

- 11.1 Masterlink Logistics shall be entitled to sub-contract the provision of all or part of any Service.
- 11.2 Appointment of a Sub-Contractor shall not affect Masterlink Logistics' liability under these Terms and Conditions of Trade.
- 11.3 The Sub-Contractors shall have no liability to the Customer, whether in Contract, tort (including negligence) or otherwise in addition to or separately from the liability of Masterlink Logistics.

12. FORCE MAJEURE

- 12.1 This clause 12.1 applies in the event that any circumstances occur which are beyond the reasonable control of the Customer or Masterlink Logistics (including, amongst other things, war, riot and/or other civil commotion but excluding strikes and other industrial disputes) which have the effect of

materially impairing the performance of the Customer or Masterlink Logistics (as the case may be) of its obligations under this Agreement.

- 12.2 Any failure by either the Customer or Masterlink Logistics to comply with any provision of these Terms & Conditions of Trade which results from circumstances of the type described in clause 12.1 shall constitute a breach of these Terms & Conditions of Trade.
- 12.3 Masterlink Logistics shall, if possible, promptly notify the customer in writing if it is affected by circumstances of the type described in clause 12.1.
- 12.4 If circumstances of the type described in clause 12.1 prevail for a continuous period of more than two months, either party shall be entitled by written notice to the other party to suspend all or any part of the Services and may make alternative arrangements for the provision of the Services.
- 12.5 If circumstances of the type described in clause 12.1 prevail for a continuous period of more than six months, either party shall be entitled to terminate the Contract.

13. MISCELLANEOUS

- 13.1 Masterlink Logistics reserves the right to change, alter, amend or add to the Terms and Conditions of Trade. Masterlink Logistics will make available on its website (www.masterlinklogistics.com) the most recent Terms and Conditions of Trade.

14. FRAUD

- 14.1 Masterlink Logistics shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment.

15. VALIDITY

- 15.1 If any provision of these Terms and Conditions of Trade is held by any competent authority to be invalid, unlawful or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions of Trade and the remainder of the provision in question shall not be affected thereby.

16. EXPERT

- 16.1 In the event of a dispute in regard to any matters concerning these Terms & Conditions of Trade (a "Dispute"), the Dispute shall in the first instance be referred to Masterlink Logistics' Operations Director and the Customer's Operations Director (or such other persons as may from time to time occupy those positions) for resolution. Failing a resolution of the Dispute by those persons within ten (10) Business Days of referral of the Dispute to them, the Dispute shall then be referred to Masterlink Logistics' Managing Director and the Customer's Managing Director (or such other persons as may from time to time occupy those positions) for resolution. Failing a resolution of the Dispute by those persons within ten (10) Business Days of referral of the Dispute to them, the provisions of clause 16.2 post, shall come into full force and effect.
- 16.2 In the event of a dispute, not being resolved pursuant to clause 16.1 above, then the parties shall refer the matter in dispute to an Expert for determination, the Expert shall be an independent auditor to be agreed between the Customer and Masterlink Logistics (such agreement not to be

unreasonably withheld or delayed). Failing agreement, an Expert shall be nominated by the President for the time being Of The Southern Law Association.

- 16.3 The individual appointed under this clause 16.2 shall act as an Expert and not as an arbitrator and shall make his determination within thirty (30) Business Days of his appointment. His determination shall, save in the case of fraud or manifest error, be final and binding on the Customer and Masterlink Logistics.
- 16.4 The fees of the Expert shall be paid as the Expert may direct, having regard to the determination made, or in the absence of any direction, the fees shall be paid equally by the Customer and Masterlink Logistics.

17. NOTICES

- 17.1 Notices or other communications under these Terms and Conditions of Trade shall only be effective if they are in writing.
- 17.2 Notices or other communications to the Customer under these Terms and Conditions of Trade shall, if given by post, only be effective if sent by registered post and, if given by facsimile or electronic mail, be effective at the time of transmission, and, if delivered by hand, shall be effective at the time of receipt. Any notice or other communication not received between 0900 hours and 1700 hours on a Working Day shall be deemed to be received at 0900 hours on the next Working Day.

18. GOVERNING LAW

These Terms & Conditions of Trade shall be governed by and shall be read and constructed in all respect in accordance with Irish Law.