Household Goods Services Terms and Conditions

1. In these conditions the following expressions shall have the following meanings:

(i)	"Claim"	means any claim or demand arising out of or related to any Contract or the performance or non-performance of the Services, whether arising out of or related to breach of contract, tort (including negligence), strict liability or otherwise, and provided always that a series of connected claims related to the same or similar facts or circumstances shall constitute a single "Claim" for the purposes of such Contract;
(ii)	"Company"	means Move One FZE, a limited liability company incorporated under the regulations of the Dubai Airport Freezone Authority, with registration number 921, or such other Move One group company as is specified in the Quotation;
(iii)	"Conditions"	means these terms and conditions;
(iv)	"Contract"	means this contract between the Company and the Customer for the supply of Services on and subject to the terms set out in the relevant Quotation and these Conditions;
(v)	"Customer"	means the person to whom the Company provides Services, whether or not he or she or it is the owner of the Goods;
(vi)	"Dangerous Goods"	means any Goods which are dangerous, explosive or corrosive or which are comprised of any other substance which is harmful to either person or the property of the Company or of others, or which are likely to harbour vermin or other pests, or which may taint or affect other Goods;
(vii)	"Fixtures"	means the Goods in relation to which Handyman Services are to be provided;
(viii)	"Goods"	means the goods in relation to which Services are to be provided but excluding any Prohibited Goods or Dangerous Goods;
(ix)	"Handyman Services"	means the handyman services to be provided by the Company to the Customer, being some or all of the services listed in clause 11(ii);
(x)	"Insolvency Event"	means where a Party becomes insolvent or fails generally to pay its debts as they become due and payable or has a general assignment for the benefit of its creditors, or suffers any similar arrangement with its creditors or the entry of a judgment of insolvency against it or the filing of a petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws or any other similar proceedings in any jurisdiction affecting that Party;
(xi)	"Parties"	means the Customer and the Company, and the term "Party" means any one of them;
(xii)	"Prohibited Goods"	means coins, cash, bank notes cheques, money orders, postal orders, national saving certificates, premium bonds, travel tickets, passport, securities, manuscripts or documents of any description, jewelry including unset precious and semi-precious stones and bullion of whatever nature, valuable, antiques, human remains, living creatures or plants, Goods which require special licence or government permission for export or import, stolen goods, drugs, weapons, and any other items which require any special handling or security;
(xiii)	"Quotation"	means a quotation of proposal made in writing (which may include electronic form) by the Company to the Customer for the supply of Services, in any form that the Parties may agree from time to time;
(xiv)	"Removal Services"	means the removal services to be provided by the Company to the Customer, being some or all of the services listed in clause 11 (i);
(xv)	"Services"	means any or all of the Removal Services and / or Handyman Services which are to be provided to the Customer;
(xvi)	"Warehouse"	means any premises or land at which the Company stores the Goods whether or not owned or leased by the Company or a third party;
(xvii)	"Working Hours"	means between the hours of 8.30am to 5pm on any day other than a Saturday or Sunday (or Friday or Saturday, in countries where that is the normal weekend) or day when retail banks are closed for normal business, in each case in the relevant country where the Services are to be provided.

2. A Quotation constitutes an offer by the Company to supply Services in accordance with the terms set out therein and these Conditions.

3. Each Quotation shall be deemed to be a separate offer by the Company to supply Services on the terms set out therein and these Conditions.

4. Each Quotation provided by the Company shall be open for acceptance by the Customer for a period of 30 days following the submission thereof and shall thereafter be deemed withdrawn if the Customer fails to accept the Quotation within such time period.

5. The Customer may accept the Quotation by either signing and returning the acceptance form attached to the Quotation, or by accepting the Quotation in some other electronic form stipulated by the Company from time to time or by instructing the Company to perform the Services pursuant to the terms of the Quotation, at which point a Contract shall come into existence in relation to such Quotation. A Quotation may be withdrawn by the Company at any time prior to its acceptance.

6. Once accepted, the Quotation shall, together with these Conditions, constitute the Contract and all the terms contained or referred to in the Quotation (including these Conditions) shall be legally binding on the Parties. In so far as the term or terms of the Quotation are inconsistent with the terms of these Conditions, the terms of the Quotation shall prevail to the extent of the inconsistency.

7. The Customer shall provide the Company with as much information as the Company reasonably requires in order to prepare a Quotation. Each Quotation is based upon the information provided to the Company by the Customer as regards the nature and quantity of the Goods and the Services requested by the Customer in relation thereto. If any such information provided by the Customer proves to be incorrect, inaccurate or incomplete, the Company may adjust its charges accordingly.

8. Subject to Clause 9, these Conditions apply to each Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

9. Where there is existing agreement between the Parties governing the subject matter of an order for Services, then these Conditions are not applicable, and the terms of such existing agreement shall govern such order.

10. Except where clause 9 applies, all activities of the Company, whether gratuitous or not, are undertaken subject to the terms of these Conditions.

11. Subject to the terms of the Contract the Company agrees to provide the following services, to the extent comprised within the Quotation:

    (i) in Respect of Removal Services:
        (a) collect the Goods from the location designated by the Customer;
        (b) pack the Goods as appropriate;
        (c) transport the Goods to the location designated by the Customer;
        (d) provide storage for the Goods at a Warehouse;
        (e) manage all relevant export/import or other formalities as appropriate; and
        (f) such additional Services as may be included by the Company in the Quotation (in its sole discretion).

    (ii) in respect of the Handyman Services:
        (a) inspect the Fixtures and the premises at which dismantling and / or re-installing of the Fixtures are to be carried out;
        (b) render oral advice as to the feasibility and procedures of dismantling and / or re-installing the Fixtures at such premises;
        (c) dismantle the Fixtures and / or detach from the premises where they are located;
        (d) pack the dismantled Fixtures as appropriate;
        (e) re-install the Fixtures at the premises designated by the Customer; and
        (f) such additional Services as may be included by the Company in the Quotation (in its sole discretion).

12. Services will be provided will only be provided during normal Working Hours, unless otherwise agreed by the Company in the Quotation and subject to any additional surcharges set out in the Quotation. Where the Services are not completed within normal Working Hours and this was not agreed to in the Quotation, the Company may, in its sole discretion, upon the request of the Customer agree to continue to perform the Services beyond the normal Working Hours (including over weekends or public holidays), provided that the Customer shall be liable to pay an additional surcharge for such work, which will be notified to the Customer at the time of the request, and which the Customer must acknowledge and agree to as a condition of the work proceeding.

13. If the Customer wishes to cancel or terminate any Contract before its full performance by the Company, the Customer shall be liable to pay a cancellation or early termination charge in a sum specified in the Quotation to compensate the Company for any loss it shall sustain by reason of such cancellation or early termination. Such charge shall be without prejudice to any rights that the Company may have against the Customer in relation to such early termination. If no cancellation amount is specified in the Quotation, then a cancellation fee of US$500, plus full reimbursement of all out-of-pocket expenses incurred by the Company, plus a disbursement handling fee of 15% charged on all such out of pocket expenses, will be payable by the Customer.

14. The Company will (unless otherwise agreed with the Customer) provide the Services as a freight forwarding agent (not a common carrier or principal) and accordingly the Company will be entitled, and the Customer hereby expressly authorises the Company, to enter into any and all contracts (on terms acceptable to the Company in its absolute discretion) on the Customer's behalf, as its agent, without notice to the Customer, with such other carriers, contractors and/or subcontractors (including airlines and shipping companies) as it sees fit (in its sole discretion):

    (i) for the carriage of the Goods by sea, air or any other route, means or person;
    (ii) for the storage, packaging, transhipment, loading, unloading or handling of the Goods by any person at any place and for any length of time;
    (iii) for the carriage or storage of the Goods in containers or with other Goods of whatever nature; and
    (iv) for the packing or unpacking of the Goods and the provision of any Handyman Services; and
    (v) to do such acts as the Company reasonably considers necessary for or incidental to the performance of the Company's obligations under each Contract,

    and where it does so, the Customer shall be bound by the terms and conditions of the contracts agreed with such carriers, contractors and/or sub-contractors by the Company on its behalf. If the carrying vessel/conveyance should for reasons beyond the carrier's control, fail to deliver the Goods or route them to a place other than the original destination, the Customer may have limited recourse against the carrier and may be liable for general average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks, and it is the Customer's responsibility to arrange adequate marine/transit insurance cover.

15. The Customer shall ensure that adequate access is made available to all relevant premises for the purpose of performing the Services.

16. The Customer shall:
    (i) in respect of the Removal Services:
        (a) promptly supply the Company with any information concerning the nature of the Goods which the Company may request; and

        (b) in relation to the Goods, comply with all applicable laws, regulations and requirements relevant to the Company's provision of the Removal Services;

(ii) in respect of the Handyman Services:
(a) promptly supply the Company with any information concerning the Fixtures including their type, nature, structure, characteristics, dimensions, operational guides as to application and use (if any), and other information which in the opinion of the Company should be brought to the attention of the Company for the proper and efficient discharge of its duties in performing the Services; and
(b) in relation to the installation of the Fixtures, comply with all applicable laws, regulations and requirements relevant to the Company's provision of the Handyman Services;
(iii) not accept or deal with, and the Customer will not attempt to ship, any Dangerous Goods or Prohibited Goods.

17. Where the Customer delivers to the Company, or causes the Company to deal with or handle Dangerous Goods or Prohibited Goods, whether declared to the Company or not, the Customer shall be liable for all loss or damage arising in connection with such Dangerous Goods or Prohibited Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Dangerous Goods or Prohibited Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

18. In no event shall Company be responsible for loss or damage to any Prohibited Goods or Dangerous Goods.

19. Unless specifically agreed to in writing, Company shall not be responsible for storage of the Goods in a temperature or humidity-controlled environment. Customer knowingly accepts that the Goods will be warehoused in a non-temperature/humidity-controlled environment. Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. Company will furthermore not be responsible for losses or damages incurred to perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.

20. The Company shall, as soon as is practical after receiving the Goods, provide the Customer with a receipt for them. The receipt shall not specify or imply the contents of any closed container or warrant or imply that the Goods are in good, or any particular, state or condition.

21. During any time that the Goods are stored at any Warehouse (except temporary storage in transit) the Company will allow the Customer access to the Warehouse during normal working hours for the purposes of checking the Goods, and identifying any particular Goods that it wishes to remove provided that:

(i) the Customer gives the Company 48 hours' notice of his wish to inspect the Goods;
(ii) before accessing the Warehouse the Customer agrees to pay to the Company such reasonable access charges as are notified by the Company to the Customer;
(iii) at the time of delivery of the Goods to the Company, the Customer has registered one or more authorized persons with the Company to whom access should be allowed by providing a copy of their ID and a specimen signature;
(iv) the person requesting access is, or appears to be from comparison of his ID and signature with the copy ID and signature specimen provided, an authorized person; and
(v) the Company shall not be liable for loss or damage to the Goods or to the warehouse premises or any other goods stored in the warehouse, arising from such access being permitted, except to the extent that such loss or damage arises as a result of the gross negligence or willful misconduct of the Company.

22. The Company may, upon 7 days' written notice require the Customer to remove any Goods being stored by it from any Warehouse (except where the Goods are being stored temporarily during transit whilst awaiting shipment) and, if the Customer fails to do so, or to designate a place for alternative storage, deliver the same to the Customer at the premises from which they were originally collected or to which they are intended to be delivered.

23. The Company may, in its sole discretion determine the method, means and manner of performing its duties under each Contract, including determining the route and means of transportation and the selection of contractors, subcontractors and carriers.

24. Any timetables, schedules or dates agreed or provided for the delivery of the Goods are estimates only and the Customer warrants that (i) it will not place any reliance on them, and (ii) that in no circumstances will the Customer bring a claim in connection with any delay in delivery of the Goods, or any failure to adhere to any departure or arrival dates, howsoever caused. Time for performance by the Company shall not be of the essence of a Contract.

25. The Customer acknowledges and agrees that the charges quoted in a Quotation are purely estimates, based on the estimated volume and weight of Goods and number of cartons, the information provided by the Customer relating to the Goods and the premises from which the Goods will be collected and to which the Goods will be delivered, and the rates set out either in the Quotation, or in a schedule of rates previously agreed with the Customer ("**Rates Schedule**").

26. Accordingly, and in consideration of the provision of the Services by the Company, the Customer agrees to pay to the Customer:
(i) charges calculated by reference either to the rates set out in the Quotation, or to the agreed Rates Schedule, and based on the final measurement of the volume / number of cartons of Goods to be moved, which will be determined and notified to the Customer only after packing and crating of all Goods has been completed;
(ii) any out-of-pocket expenses incurred by the Company in the provision of the Services;
(iii) any additional charges which are incurred by the Company by reason of the Customer having altered his instructions to the Company in relation to the Services;
(iv) a 15% disbursement handling fee payable on all out-of-pocket costs the company incurs in relation to the provision of the Services; and
(v) any additional charges that may apply as set out in Clause 27 or in the Quotation.

27. The charges set out in a Quotation may be varied by the Company at any time as follows:
(i) additional surcharges may apply where access issues arise, such as where entry, exit, stairs, lifts or doorways hinder removal or delivery of the Goods, or the road approach is unsuitable for the Company's delivery vehicles, resulting in additional stair-carry, elevator-carry, long-carry, hoisting, shuttle services etc., to the extent that the same was not disclosed to the Company prior to providing its Quotation;
(ii) the charges may be increased if additional costs are incurred by the Company because of changes in the exchange rates occur from the rates which applied at the time of the Quotation;
(iii) the rates of road, sea and air freight carriers that we engage on your behalf are subject to change, and accordingly where this occurs, or where additional operating costs outside of the control of the Company are incurred, we reserve the right to increase our charges accordingly;
(iv) additional surcharges may apply where Services are to be carried out outside Working Hours in the relevant location at the request of the Customer;
(v) additional charges may apply where there are delays outside of the control of the Company;
(vi) additional charges may apply where the dates for delivery of the Services change by more than 30 days from the dates specified in the Quotation;
(vii) additional charges may apply for Handyman Services where complicated disassembly, or re-assembly of flat pack or new furniture is required;
(viii) additional charges may apply for very heavy items such as pianos, safes etc;
(ix) if additional Services are required or fees incurred which were not accounted for in preparing the Quotation, including but not limited to Handyman Services, extra manpower, unanticipated extra handling (e.g. stair-carry, shuttle, elevator-carry, long-carry), technical services (such as plumbing, electrician etc), demurrage, port charges, customs duty, customs inspection fee, taxes, container demurrage, container detention fee; and
(x) if any additional charges are specified as being payable in addition, or are otherwise stated to be not included in the charges, in the Quotation.

28. Unless otherwise agreed in the Quotation, all charges shall be paid in advance as a condition of the Company commencing any Services. Invoices for charges in respect of the provision of the Services may be issued by the Company or any other Move One group company, and shall be payable in United States Dollars or such other currency stipulated in the Quotation.

29. Notwithstanding any other remedy available to the Company, the Company shall have a general lien over all Goods, and all documents relating to the Goods in its possession or under its control in respect of any sums due to the Company by the Customer. Notwithstanding that the Company shall have a lien over any Goods, the Customer shall continue to be liable for any and all charges arising from the provision of the Services until all sums due to the Company have been received by it. If the Company exercises its right of lien on the Goods and such lien is not discharged within three months, then the Company shall be irrevocably authorized to sell or otherwise dispose of all or any of the Goods subject to the lien and apply the proceeds in or towards payment of the sums due to the Company, without notice being required to be given to the Customer.

30. The Customer warrants and undertake that all Goods in respect of which the Company is to provide the Services are either owned by the Customer or legally in its possession or under its control, and that the Customer is able to deal with the Goods as contemplated herein. The Customer agrees to indemnify the Company against any loss, damage or claim made against the Company arising from any lack of authority of the Customer to contract with the Company for the Services, or any breach of the warranty or undertaking given by the Customer under this paragraph.

31. Notwithstanding anything to the contrary herein the Company shall in no event be liable (whether in negligence or under contract) for:

(i) in respect of the Removal Services:
(a) any delay in the delivery of the Goods, or any failure to adhere to any departure or arrival dates, howsoever caused;
(b) any loss or damage to any Prohibited Goods;
(c) indirect, consequential or other loss arising from the Customer as a result of the Goods not being available to the Customer at any time for any reason;
(d) loss or damage or delay caused directly or indirectly by any Force Majeure Event;
(e) any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels during the performance of the Services by the Company or the natural deterioration of the Goods;
(f) any loss or damage to any perishable Goods;
(g) any loss or damage or delay resulting from any confiscation, seizure, removal by, or damage caused by, any Customs Authorities or other Government Authority;
(h) any loss or damage arising from any act or omission of the Customer or any other person acting on the Customer's behalf including a failure to declare or false declaration of value (and so that the Customer shall indemnify the Company accordingly);
(i) any loss, including any indirect or consequential loss, arising out of the Customer's failure to insure the Goods for their full value; and
(j) any other loss or damage of whatever nature, including but not limited to any loss of or damage to any internal parts of any object, unless the Customer is able to prove that the same is directly attributable to the negligence of the Company occurring whilst the Goods were in the physical possession of the Company; and
(ii) in respect of the Handyman Services:
(a) any design defect in, or malfunction due to faulty materials or workmanship, of the Fixtures whether or not such defect or malfunction is apparent or known to the Company;
(b) any neglect, misuse or error or omission relating to the operation of the Fixtures by the Customer ; any modification, adjustment or repair to the Fixtures made by the Customer or a third party whether or not such modification, adjustment or repair is apparent or known to the any modification, adjustment or repair to the Fixtures made by the Customer or a third party whether or not such modification, adjustment or repair is apparent or known to the Company;
(c) any design defect in, or malfunction due to faulty materials or workmanship, of the Fixtures whether or not such defect or malfunction is apparent or known to the Company;
(d) normal wear and tear of the Fixtures, subjection of the Fixtures to unusual physical or electrical stress or any failure or fluctuation of electrical power;
(e) loss or damage caused by any Force Majeure Event;
(f) failure on the part of the Customer to comply with his obligations under Clause 16(iii) ; and
(g) any other cause of whatever nature unless the Customer is able to prove that the same is directly attributable to the negligence of the Company occurring whilst the Goods were in the physical possession of the Company.

32. THE COMPANY SHALL NOT IN ANY CIRCUMSTANCES WHATSOEVER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ANY DIRECT OR INDIRECT LOSS OF PROFITS OR REVENUES OR DIMINUTION IN VALUE, OR LOSS OF USE OF GOODS, INCLUDING AS A CONSEQUENCE OF ANY DELAY OR DEVIATION IN THE TRANSPORTATION OF THE GOODS, HOWSOEVER CAUSED, REGARDLESS, WITHOUT LIMITATION, OF (A) WHETHER THE

DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES, INCLUDING WHETHER OR NOT THE COMPANY WAS ADVISED OF ANY DELAY PENALTIES THAT WOULD BE INCURRED BY THE CUSTOMER AS A RESULT; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

33. The Company's liability under any Contract, howsoever arising, and notwithstanding that the cause of loss or damage be unexplained, not exceed:
    (i) in the case of Claims for loss or damage to Goods, US$0.60 per pound of Goods, or US$4.00 per cubic foot of Goods, whichever is the greater, provided always that such liability shall not exceed the maximum value of the Goods or part of the Goods which is lost or damaged; or
    (ii) in the case of all other Claims, shall be limited to the total amount of charges payable by the Customer under the relevant Quotation.

34. Any Claims by the Customer:
    (i) for loss or damage in respect of any Goods shall be made in writing and notified to the Company within two weeks from the date the Customer becomes, or reasonably should become, aware of the occurrence of the loss or damage; or if the Claim arises from non-delivery or mis delivery, at the time when delivery ought to have been made; or
    (ii) other than for loss or damage in respect of the Goods, shall be made in writing and notified to the Company within 30 days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such Claim,
    and any Claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for them to comply with this time limit, and that they have made the Claim as soon as it was reasonably possible for them to do so.

35. Notwithstanding the provisions of clause 34 the Company, any contractor and/or subcontractor or any carrier appointed by it, shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, unless legal proceedings in respect of such Claim are commenced (by being issued and served) within 6 months of the date of the event or occurrence alleged to give rise to the Claim.

36. No liability for damage to Goods will be accepted by the Company unless the Company has been given a reasonable opportunity to inspect such damage.

37. Damage to premises: Third party contractors are frequently present at the time of collection or delivery. It is not always possible to establish who was responsible for loss or damage, therefore the Company's liability for loss or damage is further limited as follows:
    (i) if the Company causes loss or damage to premises or property (other than the Goods), then the Company shall only be liable where this is a result of its own negligence and its liability shall be limited to making good the damaged property or area only; and
    (ii) if the Company causes damage as a result of moving Goods under the Customers express instruction, against the Company's advice and where moving the Goods in the manner instructed is likely to cause damage, the Company shall not be liable (whether or not it is negligent).

38. If the Company is responsible for causing damage to the Customers premises or to property other than Goods, the Customer must note this on the worksheet or delivery receipt as soon as practically possible or by the following working day. This is fundamental to the agreement. If the Company recognizes pre-existing damage to either the origin or destination property, the Company will note this and photograph it, when possible, to avoid any misunderstanding about the Company's negligence during the move.

39. The Customer undertakes that no claim shall be made against any servant or agent of the Company which imposes or attempts to impose upon him any liability whatsoever in connection with the Services and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof. Without prejudice to the foregoing, all such servants or agents shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into any contract incorporating these conditions, the Company, to the extent of those provisions does so not only on its behalf but also as agent and trustee for such servants and agents.

40. Nothing in these Conditions or any Contract shall, or shall be deemed to, exclude or limit the liability of the Company for any negligent act or omission resulting in the death of, or personal injury to, any person, or for the fraudulent misrepresentation of the Company, or any other liability that may not be limited or excluded under applicable law.

41. The Customer acknowledges and agrees that the limits of legal liability agreed with the Company under Clauses 31 to 40 (inclusive) and/or the limits of liability agreed under the trading conditions or conditions of carriage of any carrier or subcontractor appointed on the Customer's behalf by the Company (as its agent) may mean that the Customer may not be adequately compensated in the event of any loss or damage to, or delay of delivery of, the Goods. Accordingly, it is important that the Customer obtains cargo insurance for any loss or damage to, or delay in delivery of, the Goods, and insurance for such other insurable risks it deems appropriate in relation to the removal, transportation and storage of the Goods.

42. If the Customer wishes the Company to arrange such insurance protection on its behalf, then it may request this at the time of preparing the Quotation, and the Company shall thereafter use all reasonable endeavours to arrange this on behalf of the Customer through its own insurers. No such insurance will be arranged by the Company on behalf of the Customer, except pursuant to and in accordance with a clearly stated written request given in writing by the Customer and accepted in writing by the Company, and such insurance policy will not be effective unless and until the relevant insurance premium has been paid in full by the Customer.

43. Insofar as the Company agrees to arrange any insurance for the Customer, the Company acts solely as agent for the Customer in doing so, and such insurances will be subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk.

44. The Company shall be under no liability to the Customer for any delay or failure in performance of any of its obligations under any Contract if such delay or failure is due to or results directly or indirectly from:
    (i) any war, invasion, hostilities (whether war is declared or not) or the anticipated imminence thereof between any nations, terrorist threats or acts;
    (ii) restraint of rulers, governments or peoples, legislations, decrees, orders, regulations or the like by the government or any government authority of any country or any other place where the Goods may from time to time be;
    (iii) blockades, embargoes, sanctions in effect on or after the date of the Contract;
    (iv) civil commotion, boycott, lockouts, industrial disturbances or any effects whatsoever thereof;
    (v) combinations of seamen or workmen, accidents or stoppages, mechanical or electrical breakdowns whether partial or total at ports, railways, roadways, waterways, ropeways or other means of transport;
    (vi) epidemics, quarantine, acts of God, inclement weather (including but not limited to droughts, frosts, tropical revolving storms, high winds, floods, snowstorms, heavy rain, tempest or washaways), security of labourers or labour ordered but not available;
    (vii) congestion at the loading port or discharging port(s) resulting from any of the above causes; or
    (viii) any other event or occurrence of any nature or of any kind whatsoever beyond the reasonable control of the Company including any delay or failure resulting directly or indirectly from the consequences of such event or events after they have ceased to operate,
    (each a "**Force Majeure Event**").

45. Without affecting any other right or remedy available to it, the Company may terminate any Contract with immediate effect by giving written notice to the Customer, if the Customer:
    (i) commits a material breach of any term of the Contract which breach is not capable of remedy or (if such breach is capable of remedy) fails to remedy the breach within a period of 30 days after being notified in writing to do so;
    (ii) fails to pay any amount due under the Contract on the due date for payment, and fails to remedy this default within 10 days of being notified of the same by the Company;
    (iii) is the subject of an Insolvency Event; or
    (iv) where the Customer is a company or partnership, it suspends, ceases or indicates that it is about to suspend or cease carrying on all or a substantial part of its business.

46. Without affecting any other right or remedy available to it, the Company may suspend performance of the Services, or any further performance of the Services, if the Customer fails to pay any amount due under the Contract on the due date for payment, or the Customer becomes subject to any of the events listed in Clause 45(iii) or Clause 45(iv) or the Company reasonably believes that the Customer is about to become subject to any of them.

47. Failure to exercise, and delay in exercising, any right or remedy under a Contract is not a waiver of that right or remedy. The rights and remedies provided in a Contract are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). Any express waiver of any breach of a Contract shall not be deemed to be a waiver of any subsequent breach.

48. No amendment to a Contract shall be effective unless in writing and signed by or on behalf of each of the Parties.

49. If any provision in a Contract is held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. If it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall not be affected.

50. Each of the Parties represents and warrants to the other Party that:
    (i) it has the full capacity and authority to enter into each Contract;
    (ii) when executed and delivered by both Parties, each Contract will constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and
    (iii) the execution, delivery or performance of a Contract will not:
        (a) result in a violation or breach of, or constitute a default under, the terms, conditions or provisions of any contract or other obligation to which such Party is a Party; or
        (b) violate, conflict with or result in the breach of, any law applicable to such Party.

51. Each Contract will be governed by the laws of the England and Wales.

52. Any dispute or difference arising out of or in connection with any Contract (including without limitation any question regarding its existence, validity, interpretation, performance or termination) shall, save as provided in clause 53, be subject to the exclusive jurisdiction of the English courts.

53. Notwithstanding clause 52, the Company is entitled to require any dispute to be determined by arbitration.

54. The Company may exercise its rights under clause 53 above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Customer requiring a dispute to be determined by arbitration.

55. In the event that the Company exercises its rights under clause 54, the dispute shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of the arbitration shall be England, even where the hearing takes place outside England.

    The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association ("**LMAA**") Terms current at the time when the arbitration proceedings are commenced.

    The reference shall be to a sole arbitrator (the Arbitrator) who shall be appointed by mutual agreement of the Parties. If the Parties are unable to agree upon the Arbitrator within ten (10) working days of a notice of arbitration being served, either Party may apply in writing for the appointment of an Arbitrator by the President of the LMAA. The award of the Arbitrator shall be binding on both Parties as if the Arbitrator had been appointed by agreement.

    In cases where neither the claim nor any counterclaim exceeds the sum of US$100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

    In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor the counterclaim exceeds the sum of US$400,000 the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings and commenced. The reference shall be to a sole arbitrator and the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.