



kintetsu world express (U.K.) ltd

Unless otherwise agreed by a company director of Kintetsu World Express (U.K.) Limited ("KWE") all business activity of KWE is to be carried out under the following terms and conditions as set out below, comprising of:-

- (i) Customer Terms
- (ii) Pricing Terms
- (iii) The prevailing BIFA Standard Trading Conditions (England) Edition ("BIFA STC") at the relevant time of KWE providing services

(i) Customer Terms

1. Invoices for VAT, import duty and all and any other duties, taxes, imposts, levies, deposits and outlays to authorities or third party operators must be paid immediately on receipt without set-off or reduction on account of any claim or counterclaim.
2. If credit terms have been granted, invoices for freight and ancillary costs other than those referred to in 1 above must be paid within 30 days or upon demand if the credit limit granted has been reached. For non-credit accounts, invoices for freight and ancillary costs must be paid immediately on receipt.
3. Interest pursuant to clause 21(D) of the BIFA STC attached will be payable on all and any payments not made when falling due as provided for in 1 and 2 above.
4. Any queries on invoices for items identified in 1 above must be raised on receipt of the invoice otherwise it will be deemed accepted as drawn.
5. Any queries on invoices for items identified in 2 above must be raised within 14 days of receipt of the invoice otherwise it will be deemed accepted as drawn.
6. In the event of any breach of payment terms 1 and/or 2 above, clause 21(A) and (B) of the BIFA STC shall apply and once one or both of these clauses apply all credit will be deemed withdrawn and all sums requested shall be paid in advance and all KWE invoices shall be paid immediately on receipt and any failure to pay shall enable KWE to withdraw all services being provided without consequence.
7. KWE may at its sole discretion set all received sums against any sums due under your account to clear older debts if necessary. You shall be liable to us for all legal costs and other costs (on a full indemnity basis) incurred by us for enforcing any provision of this Agreement or recovering any sums due from you.
8. At the sole discretion of KWE the operation of 1-6 may be delayed or extended and will be subject to such terms as the parties to this agreement may agree in writing and signed by a Director of KWE and a duly authorised person of the customer and dated. If terms cannot be agreed then terms 1-6 above shall apply un-amended.
9. No waiver of any term 1-7 above or any right is valid unless it is in writing and signed by a Director of KWE. A valid waiver is limited to the specific situation for which it is given. Except as expressly set forth otherwise in the waiver document, nothing in this Agreement shall be deemed or construed as either party having waived or suspended or otherwise limited any rights or remedies available at law or in equity.
10. These Clauses above and KWE's Pricing Terms and the BIFA STC shall apply to this agreement as will all other terms in this Customer Application Form, KWE's letter covering this Customer Application Form and in KWE's letter of acceptance and grant of credit if applicable and these documents shall form an entire agreement ("this Agreement") for the purposes of all business done between the parties whether gratuitous or otherwise together with any written agreements or waiver under clauses 8 and 9 above and this clause 10. For the purposes of credit, these clauses 1-10 shall override any wording in KWE's Pricing Terms and in the BIFA STC that is in conflict with these clauses 1-10.

(ii) KWE Pricing Terms

'Customer' and **'Goods'** shall have the same meaning as defined in the BIFA STC.

1. The submitted rates which form part of these Pricing Terms are based upon prevailing market rates and are subject to change. The rates submitted form part of these terms.
2. Rates of exchange applied to the rates are subject to fluctuation. If the pounds sterling rate identified by the Bank of England on the day any price quotation is provided fluctuates +/- 2% KWE reserve the right to amend any price quotation in line with such fluctuation.
3. Any price quotation is based on identified cargo weight or volume by the Customer. If cargo tendered is different the actual weight/volume shall be used to recalculate the applicable charges agreed.
4. Chargeable weight is calculated on gross weight or volumetric weight whichever is the greater. (Volumetric conversion 1:6000).
5. All quotations are subject to space availability of the carrier of KWE's choice and any storage necessary pending space availability will be for the Customer's account. Furthermore, any storage arising from the Customer's actions or omissions including but not limited to premature collection/delivery upon export, importer's error delaying customs clearance or late payment to KWE are not included in the submitted rates and shall be chargeable to the Customer.
6. Clauses 1-4 above are applicable to general, in-gauge, stackable cargo only and are not applicable to dangerous goods including those that are incorrectly declared or undeclared including but not limited to lithium batteries and those goods identified in clauses 14 and 15 of the BIFA STC, military goods and non-stackable and out of gauge goods or any other goods requiring special handling unless specified in any applicable quotation.
7. Where pricing is provided for perishable or temperature-sensitive cargo, rates are based on the Customer's warranty under clause 17(A) (ii) and (B) namely suitable to maintain the desired temperature during transit. Packing and/or refrigeration and/or active temperature control services are excluded unless specified.
8. All quotations and business transacted are subject to KWE's standard trading conditions; the BIFA STC, the terms hereunder and KWE's Customer Terms provided to Customers of KWE. The BIFA STC shall apply un-amended save that (a) in clauses 11A, 12A, and 25 any agreement in writing shall only be capable of being made by KWE through one of its company Directors (b) Clause 14 shall include any goods subject to any import or export bans or prohibitive controls and it shall be the sole responsibility of the Customer to ascertain if any such bans or controls apply to their goods (c) in the event of any conflict between the BIFA STC and Pricing Terms and Customer Terms save in relation to any issues concerning credit, the BIFA STC shall take precedence save in respect of 9(a) and (b) above and the Pricing Terms shall take precedence over the Customer Terms.
9. Any quotation is exclusive of duties, VAT, taxes, use of KWE's Deferment account and any additional charges which are outside KWE's control. Unless otherwise stated, any quotation is based on a standard daily collection/delivery service operational from Monday to Friday between 09:00 and 17:30 (subject to availability) with no specific collection/delivery time provided.
10. No unloading or unpacking equipment including on board equipment or service is included. In the event that the Customer instructs for the Goods to be inspected, unpacked, repacked or resealed then KWE accepts no liability whatsoever arising from such instruction or carrying it out.
11. In the event that the UK leaves the European Union or enters into a trade agreement in a manner that means that increases in cost as a result of such exit arise in respect of any quotation given (i) KWE reserves the right to claim any such costs and/or expenses wholly and reasonably incurred as a result of the UK's departure from the European Union, including but not limited to delays in transit, alternative routing and increased trade tariffs. Any increases will be charged at cost and KWE shall provide reasonable evidence of such costs if requested to do so.

BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS 2025 EDITION

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These conditions are the intellectual property of the British International Freight Association (BIFA) and are solely for the use by current BIFA members.

THESE CONDITIONS CONTAIN PROVISIONS WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY (CLAUSE 26) AND REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY (CLAUSE 20) AND WHICH PROVIDE TIME LIMITS FOR BRINGING CLAIMS (CLAUSE 27).

1 In these Conditions the following words shall have the following meanings:

"Company"	the BIFA member trading under these Conditions
"Conditions"	Clauses 1 to 28 of these Standard Trading Conditions
"Consignee"	the Person to whom the Goods are consigned, and whether or not that Person is named as Consignee on any carriage document
"Customer"	any Person at whose request or on whose behalf the Company provides advice, information or Services or with whom the Company contracts and regardless of whether that Person is required to make any payment to the Company
"Goods"	any goods which are the subject of Services provided by the Company
"LMAA"	the London Maritime Arbitrators Association
"Owner"	the owner of the Goods or Transport Unit and any other Person who is or may become interested in them
"Person"	natural person(s) or any body or bodies corporate
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund
"Services"	All activities undertaken, offered or procured by the Company in the course of its business, whether gratuitous or for reward
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the storage or carriage of Goods by land, sea, rail or air

2 (A) Subject to sub-clause (B) below, all Services are undertaken subject to these Conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any Services undertaken, these Conditions shall, as regards such Services, be read as subject to such legislation, and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these Conditions be repugnant to such legislation to any extent, such part shall as regards such Services be overridden to that extent and no further.

3 The Customer warrants that they are either the Owner, or are authorised by the Owner to contract for the Owner on the terms of these Conditions.

4 Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the Services as an agent for the Customer, or, to provide Services as a principal. When the Company contracts as a principal for any Services, it shall have full liberty to perform such Services itself, or, to subcontract on any terms whatsoever, the whole or any part of such Services.

5 The Company has complete discretion as to the means, route and procedure to be followed in the performance of any Services.

6 When the Company acts as an agent on behalf of the Customer, the Company shall be entitled to enter into all and any contracts on behalf of the Customer on such terms as may be necessary or desirable to fulfil the Customer's instructions. Upon a request by the Customer, the Company shall provide evidence of any contract entered into as agent for the Customer.

7 (A) Unless otherwise agreed in writing between the Customer and Company, in all and any dealings with HM Revenue & Customs by the Company on behalf of the Customer:

- (i) where permitted under the Taxation (Cross-border Trade) Act 2018, the Customer empowers the Company to act as a direct customs agent; and
- (ii) in all other cases the Customer empowers the Company to act as an indirect customs agent.

(B) In all cases the Company may appoint a sub-agent to act on behalf of the Customer.

8 (A) Subject to sub-clause (B) below, the Company:

- (i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control, whether such Goods or documents be located within or outside the United Kingdom, for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or Services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien;
- (ii) shall be entitled, on at least 7 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer or Owner and apply the proceeds in or towards the payment of such sums;
- (iii) shall, upon accounting to the Customer or Owner for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing including legal costs and reasonable compensation for internal management time, be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, or where charges incurred in relation to rent and/or storage are likely to exceed the likely sale value, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

9 Whether acting as an agent or a principal the Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

10 (A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer and/or Consignee and/or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these Conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer or Owner.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with the Goods (by sale or otherwise) as may be reasonable in all the circumstances:

- (i) after at least 7 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) without notice, any Goods which have been held by the Company for 14 days and which cannot be delivered as instructed; and
- (ii) without prior notice, any Goods which are comprised within groupage and/or consolidated loads or have perished, deteriorated, or altered, or are in immediate prospect of so doing, such that they may cause or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11 (A) No insurance of the Goods will be arranged by the Company unless clearly stated instructions are given in writing by the Customer and accepted by the Company. Any insurance arranged by the Company shall be placed with insurers on the usual exceptions and conditions of cargo insurance policies and may be declared on any policy available to the Company;

(B) Where the Company agrees to arrange insurance on the Goods, the Company acts as agent for the Customer and shall be entitled to a reasonable arrangement fee and/or commission. The limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12 (A) Unless otherwise agreed in writing by an officer of the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer;

(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses;

(C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clauses (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A)(ii) of these conditions.

13 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such Goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the Goods, howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require it to remove or otherwise deal with the Goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where the Company agrees to accept dangerous goods in accordance with clause 15, the Customer shall be responsible for complying with all applicable laws, regulations and codes of practice, including but not limited to the provision of correctly completed dangerous goods notes, proper labelling and marking of goods and ensuring that the Goods are packaged as necessary. Where a Person other than the Customer has a legal liability to perform any function in respect of dangerous goods then the Customer shall be liable to the Company for the consequences of any breach by that Person.

17 Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, the Customer shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the 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 The Customer warrants:

(A) that the following (furnished by or on behalf of the Customer) are full and accurate: the description and particulars of any Goods including correct customs commodity codes; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate;

(B) that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose;

(C) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions likely to affect the Goods and the characteristics of the Goods;

(D) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

(E) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit has been carefully examined and that the Customer is satisfied that it is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

(F) where the Company provides assistance to the Customer in relation to the completion and/or submission of any entries, declarations or similar, whether related to customs formalities, veterinary requirements, transit bonds, excise formalities, security or safety declarations or any other statement, declaration or entry of similar nature related to the Goods and their

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- movement, the Customer shall provide complete, factual and accurate data as required by the Company or their agents and fulfil its legal obligations;
- (G) where the Company is instructed to make a customs entry on the basis that import VAT is to be postponed, the Customer warrants that they are entitled to postpone VAT and will comply with all related regulatory requirements;
- (H) that the value of the Goods and the nature of the transaction by which the Goods are being imported/exported is fully and accurately described to the Company and that any commercial invoice reflecting the value of the Goods is an invoice issued by a true seller to a true buyer reflecting the real sum payable;
- (I) unless disclosed in writing to the Company neither the Goods, the Customer, the Owner nor any Person connected with the carriage of Goods are the subject of any trade sanctions or restrictions imposed by the UK, the EU, the USA or any other government or authority.
- 19** The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any Services, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 20** The Customer shall indemnify the Company for:
- (A) all charges, costs and expenses whatsoever (including but not limited to quay rent, demurrage or storage charges, duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied in relation to the Goods) arising out of the Company acting in accordance or in connection with the Customer's instructions, and any liability, loss or damage arising from any breach by the Customer of any warranty or other obligation contained in these Conditions, or from the negligence of the Customer;
- (B) any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party;
- (C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of 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 the Company, its servants, sub-contractors or agents.
- 21** (A) The Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Where the Customer makes a payment to the Company without providing instructions for the allocation of that payment then the Company has complete discretion as to the allocation and the allocation made by the Company shall be final and binding;
- (B) Where the Company offers the Customer any period of credit in relation to the payment of sums payable to the Company, any such credit may be varied or withdrawn at the Company's absolute discretion with immediate effect upon written notice;
- (C) In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 21(A) above) any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(C), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full in accordance with clause 21(A);
- (D) Unless otherwise agreed in writing the Customer shall be absolutely barred from challenging the value of any invoice issued by the Company unless it gives written notice of the basis for the dispute before the later of (a) the date that the invoice became due for payment; or (b) 30 days from the invoice being delivered and that part of the invoice that cannot reasonably be disputed is paid within the date that the invoice became due for payment;
- (E) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- 22** Where a security demand is made for general average or salvage in respect of a Customer's Goods, the Customer shall promptly provide security in a form reasonably required by the Company or any carrier or salvor and the Customer shall indemnify the Company for any liability incurred by the Company in the nature of general average or salvage related to the Customer's Goods.
- 23** The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
- 24** The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:
- (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or
- (B) any cause or event which the Company, by the exercise of reasonable diligence, is unable to avoid and the consequences of which it is unable to prevent.
- 25** Unless it is expressly agreed in writing that the provisions of this clause 25 shall not apply, the Company has no liability for a failure to adhere to agreed departure or arrival dates of Goods, regardless of the cause.
- 26** (A) The Company's liability howsoever arising and including negligence and notwithstanding that the cause of loss or damage may be unexplained, shall not exceed:
- (i) in the case of claims arising out of loss or damage to Goods (including arising out of mis-delivery), the lesser of:
- (a) the value of any Goods lost or damaged; or
- (b) a sum at the rate of 2 SDR per kilo of the gross weight of the Goods lost or damaged.
- (ii) subject to the provisions of clauses 26(B) to (D) in the case of all other claims, the lesser of:
- (a) the value of any loss of the Customer; or
- (b) a sum equivalent to 2 SDR per kilo of the weight of the Goods which were the subject of the Services giving rise to the claim; or
- (c) 75,000 SDR.
- (iii) With respect to clause 26(A)(ii) where the Customer has two or more claims that arise out of a breach or a series of breaches that are repetitions of or represent the continuation of the original breach the Company's total liability arising therefrom shall not exceed 75,000 SDR in a calendar year. A calendar year shall start on the date that the first breach occurs.
- For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, received for shipment or storage by or on behalf of the Company. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.
- (B) The Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatsoever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant carriage;
- (C) The Company shall not in any circumstances whatsoever or howsoever caused, including negligence or mis-delivery be liable for direct or indirect loss of profit, revenue, market or use, demurrage or detention, or the consequences of delay or deviation, or for any other indirect loss or for consequential loss;
- (D) On clearly stated instructions in writing declaring the commodity and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clause 26(A) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request. A declaration of value, without a specific agreement to alter the liability limits, shall never be a basis for a variation of the limits of liability herein.
- 27** (A) Any claim by the Customer against the Company arising in respect of any Services shall be made in writing and notified to the Company within 14 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.
- (B) The Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Services, unless suit be brought and written notice thereof given to the Company:
- (i) in the case of a claim arising out of the loss, damage, mis-delivery or delay of Goods, within nine months from the date that the Goods were delivered, or where no delivery occurred the date on which the Goods had been intended by the Company to be available for delivery;
- (ii) in all other cases, within nine months from the date of the Services alleged to give rise to the cause of action against the Company, or where the Customer can show that it was impossible to comply with this time limit, within six months of the date that the Customer became aware, or acting with reasonable diligence ought to have been aware, of the event or occurrence alleged to give rise to a cause of action against the Company.
- (C) For the purposes of clause 27(B)(i):
- (i) where delivery of the Goods does not occur within 7 days of the Goods being available for delivery, the nine month period shall commence on the 8th day after the Goods were available for delivery; and
- (ii) the date that the Company intended the Goods to be available for delivery shall be the Company's estimated date of arrival of the Goods into the country of destination as advised to the Customer, or where there was no such date, the date upon which the vessel, vehicle or aircraft intended to deliver the Goods to the country of destination was scheduled to arrive.
- 28** (A) These Conditions and any act or contract to which they apply shall be governed by English law;
- (B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) and (D) below, be subject to the exclusive jurisdiction of the English courts;
- (C) Where the Company and/or a Customer are located in Scotland or Northern Ireland the Company is entitled to commence proceedings in the courts of the country where the Company or Customer is located;
- (D) Notwithstanding (B) and (C) above, prior to the commencement of any court proceedings, the Company is entitled to require any dispute to be determined by arbitration, conducted as follows:
- (i) where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (ii) where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (iii) where neither (i) nor (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.
- (E) Disputes between the same parties arising out of more than one contract or act may be brought together in a single arbitration.