

1 Definitions

In the terms and conditions set out below (the “**T&Cs**”) the following words and phrases shall have the following meanings in relation to each Transport Order:

Carrier: the person or company with which Company has agreed a Transport Order;

Carrier Employees means those persons employed or engaged by Carrier or its agents or sub-contractors wholly or mainly in the provision of the Services (or part of the Services);

Carrier Representatives: Carrier Employees, agents, contractor, sub-contractors and any representatives of any of them;

Contract: these T&Cs including the relevant Transport Order accepted;

Company: means Suplair UK Limited or Pourshins Limited as determined in the Transport Order;

Company Premises: premises owned or leased by Company or its subcontractor or by Company’s customer;

Employment Costs: means all outgoings in respect of all Carrier Employees including all wages, holiday pay, sick pay, bonuses, commissions, taxes or fiscal charges of whatever nature, pensions contributions, other benefits and expenses and all necessary apportionments;

Employment Losses: means all claims (including but not limited to claims for redundancy payments, unlawful deduction of wages, breach of contract, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination or discrimination on the grounds of religion, belief, age, gender reassignment, marital or civil partnership status, pregnancy, maternity or sexual orientation or claims for equal pay, compensation for less favourable treatment of part-time workers or fixed-term employees, and any claims whether in tort,

contract or statute or otherwise) demands, actions, proceedings and any award, compensation, damages, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation, and any expenses and legal costs on an indemnity basis;

Good Industry Practice: standards, practices, methods and procedures and exercising that degree of skill and care, diligence and prudence which would reasonably be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

Incoming Supplier means the entity or entities which shall, after the date this Contract is terminated (the “**Termination Date**”), provide any of the Services in place of Carrier or Carrier Representatives;

KPI: the key performance indicators set out (i) in the Transport Order and (ii) otherwise reasonably specified by Company;

Laws: all applicable laws, regulations, regulatory requirements of any relevant jurisdiction, as amended and in force from time to time;

Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended and in force from time to time:

Services: the transport of goods described in the Transport Order;

Services Levels: the service levels, including but not limited to delivery on time and failed to arrive, to be reasonably expected by a customer of an expert carrier providing services similar to the Services together with the service levels (if any) (i) set out in the Transport Order and (ii) otherwise reasonably specified by Company;

Third Party: any person, other than Company and the Carrier to or from the premises of which

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the carrier is to transport goods in the course of providing the Services;

Transport Order: a transport order for Services which is sent by email or by any other written communication methods by Company to the Carrier and agreed by it detailing relevant information such as, but not limited to, collection date, delivery date, delivery timeline, product to be collected, agreed transport cost and collection and delivery location. It is understood by the parties that any document sent by Company to the Carrier named collection note shall be considered and assimilated as a Transport Order;

Transport Order Completion: the proper performance by the Carrier of its obligations in relation to the Transport Order.

2 The Contract

Under this Contract:

2.1 Every acceptance of a Transport Order by the Carrier constitutes its unconditional acceptance of this Contract.

2.2 Each accepted Transport Order shall be deemed to create a separate binding contract.

2.3 This Contract is the entire agreement between Company and the Carrier relating to the Services and it replaces all previous agreements between Company and the Carrier.

2.4 This Contract prevails over and excludes any terms or conditions contained in or referred to in any correspondence or document the Carrier generate.

3 Services

3.1 The Carrier shall perform the Services as specified in the Transport Order in accordance with this Contract.

3.2 The Carrier shall at no additional cost to Company:

3.2.1 apply such time, attention, resources, trained personnel and skill as may be necessary

for the due and proper performance of the Services by an expert carrier providing services similar to the Services;

3.2.2 ensure that, when providing the Services, it does not interfere with the activities of Company, its employees, agents, suppliers or customers except as reasonably necessary to carry out the Services;

3.2.3 provide all tools and other equipment required to carry out the Services;

3.2.4 provide the Services in accordance with the Laws and ensure that it maintains in force all relevant and applicable licences and approvals necessary for the Carrier to provide the Services in accordance with the Laws and with the Contract;

3.2.5 comply with any operational directions as may be reasonably specified by Company from time to time including for Pourshins Limited the completion of a proof of delivery ("POD") by Carrier which shall be sent to Pourshins Limited within a maximum period of forty-eight (48) hours after delivery;

3.2.6 provide the Services in accordance with this Contract and in particular to meet or exceed the KPI (if applicable);

3.2.7 provide the Services in accordance with Good Industry Practice;

3.2.8 provide the Services within the agreed time provided under the Transport Order;

3.2.9 in providing the Services, act in good faith and co-operate fully, and procure that each of its employees, agents and sub-contractors co-operate fully with Company's employees, agents and sub-contractors;

3.2.10 monitor temperature during the transportation of goods in accordance with the relevant applicable regulation and send the record of such temperature to Company within 48 (forty-eight) hours from delivery.

Any breach of this Clause 3.2 shall be considered a material breach of this Contract.

3.3 Any forecasts provided by Company (if any) to the Carrier shall be estimates of Company's requirements for the Services and shall not be binding on Company. Company will only be bound once it has placed a Transport Order with the Carrier. As a result, Company shall not be liable to the Carrier if a forecast proves to be incorrect.

4 Service Levels and KPI

4.1 If requested by Company, within fourteen (14) days of the end of the month of the request, the Carrier shall provide Company with a report, in a format acceptable to Company, showing its performance against the Service Levels and KPI (if applicable) for any previous period of two (2) years and shall also provide any supporting documentation reasonably requested by Company.

4.2 The Carrier shall provide to Company with vehicle updates via a web services method (if the Carrier has such system in place) in a format acceptable to Company in order to allow Company to monitor the Service Levels and KPI (if applicable).

4.3 Carrier shall inform promptly the Company if it fails to perform the Services, or any of them and specifically in accordance with the KPI (if applicable). If the Carrier fails to perform the Services, or any of them and specifically in accordance with the KPI (if applicable), and such failure is not caused by Company, or by its employees or authorised agents, then Company may elect, in addition to any other remedies that may be available to it under this Contract one or more of the following remedies:

4.3.1 Company may require the Carrier, at the Carrier's own expense, promptly to remedy any default or re-perform any non-conforming Services;

4.3.2 Company may withhold from payment to the Carrier or recover as a sum of money due

from the Carrier the charges or any portion thereof that are allocable to the default or non-conforming Services;

4.3.3 if the Carrier fails to remedy the default or re-perform the non-conforming Services pursuant to clause 4.3.1 within fifteen (15) days after notice thereof is given to the Carrier, Company may either remedy any default or re-perform any non-conforming Services itself, or have them remedied by a Third Party on its behalf, and in either case the Carrier shall pay the reasonable costs so incurred by Company; and/or

4.3.4 if the Carrier fails to remedy the default or re-perform the non-conforming Services pursuant to clause 4.3.1 within fifteen (15) days after notice thereof is given to the Carrier, Company shall be entitled to liquidated damages, which shall be calculated as follows: 1% of the value of goods transported for each day starting after the fifteen (15) days period. Such liquidated damages shall not, however, exceed a total of 30% of the value of goods transported. This compensation is an on demand contractual compensation and immediately due without any reminder required by Company. Company's right to liquidated damages is without prejudice to Company's right to claim full indemnification from Carrier if such damages would be in excess of the 1% and 30% amount; or/and

4.3.4 Company may terminate this Contract in accordance with clause 21.

5 Step-in Rights

5.1 Company may itself provide or engage a Third Party Carrier to provide the Services or any part of the Services:

5.1.1 if a Force Majeure Event prevents the Carrier from providing part or all of the Services in accordance with this Contract in any material respect for more than two (2) days;

5.1.2 the Carrier is in material breach of this contract; or

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5.1.3 Company reasonably considers that step-in is required to meet a critical deadline.

5.1.4 if the situation provided under clause 4.3.3 is applicable.

5.2 The Carrier shall co-operate with Company and any Third Party engaged by Company.

6 Carrier Representatives

6.1 The Carrier shall remain responsible for obligations which are performed by the Carrier Representatives and for the acts or omissions of the Carrier Representatives as if they were acts or omissions of the Carrier.

6.2 The Carrier shall ensure that the Carrier Representatives:

6.2.1 are appropriately experienced, qualified and trained;

6.2.2 hold all necessary licences and certifications to provide the Services;

6.2.3 are legally entitled to work in the United Kingdom and comply with all Laws governing legal entitlement to work within the United Kingdom or/and in any relevant country where the Services is provided; and

6.2.4 are familiar and comply with Company's requirements under this Contract.

7 Prices

7.1 The prices payable for the Services shall be the prices stated in the Transport Order (Unless agreed otherwise in writing by the parties).

7.2 Unless otherwise agreed, all prices shall be exclusive of any applicable value added tax and any other duties, custom or levies other than value added tax (which shall be payable by Company subject to receipt of a valid VAT invoice).

8 Payment

8.1 Only after the Transport Order Completion (unless agreed otherwise in writing by the

parties), the Carrier shall submit to Company an invoice in respect of its provision of the Services.

8.2 Subject to article 8.1, all undisputed sums set out in an invoice submitted to Company in accordance with this Contract shall be paid by Company within sixty (60) days from invoice date unless agreed otherwise in writing between the parties.

8.3 Company may set off any liability of Company to the Carrier against any liability of the Carrier to Company.

8.4 Company may withhold payment of any disputed sums. If the parties cannot agree whether any disputed sum is properly payable by Company then the dispute shall be resolved in accordance with clause 23.

8.5 If greater than 75% of the volume of a delivery of goods is damaged or lost, no sum shall be payable by Company for such delivery and a prorata credit shall be applied to the invoice relating to the purchase order in respect of such delivery.

9 Premises

9.1 The Carrier shall ensure that all of the Carrier Representatives attending Company Premises:

9.1.1 carry and keep visible suitable means of identification;

9.1.2 comply with lawful directions given by authorised personnel of Company or the third party relating to conduct on such premises;

9.1.3 do not interfere with the carrying out by Company of its activities; and

9.1.4 comply with the security and safety policies and regulations from time to time in force on those premises and all instructions of Company notified to the Carrier in relation to its access to such premises.

10 Fraud

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10.1 The Carrier agrees to co-operate with any investigation carried out by Company into actual or suspected fraudulent behaviour and shall procure that Company shall have access to the Carrier's and the Carrier Representatives' records for the purposes of investigating actual or suspected fraudulent behaviour.

10.2 Without prejudice to any other remedy it may have, if Company has reasonable grounds to believe that the Carrier, its employees, agents or subcontractors have committed a fraud, Company may in its absolute discretion:

10.2.1 suspend or terminate any Transport Order; and/or

10.2.2 withhold payments otherwise falling due to the Carrier until the investigation is completed.

11 Bribery and Corruption

11.1 The Carrier warrants and represents that it will not take, and shall cause the Carrier Representatives not to take, any action, directly or indirectly, in connection with the negotiation, execution, or performance of this Contract or in connection with any other business transactions involving Company that would constitute a violation of any Laws, including the *U.S. Foreign Corrupt Practices Act*, the *UK Bribery Act 2010*, and any other applicable anti-corruption laws. Specifically, without limiting the above, the Carrier will not take, in connection with the negotiation, execution, or performance of this Contract or in connection with any other business transactions involving Company, any of the following actions, directly or indirectly: give, offer, pay, promise to pay, receive, or authorize the payment of: (a) any money or other thing of value, such as providing travel, gifts, meals, or entertainment, to any government official, or to any other person with knowledge that anything of value will be passed on to a government official, for purposes of (i) influencing any act or decision of any government official, (ii) inducing such government official to act in violation of his or her lawful duty, (iii) securing any improper

advantage, or (iv) persuading such government official to influence any act or decision of a government or public international organization to obtain or retain business ; or (b) a financial or other advantage, to any person, whether or not a government official, with the intention to bring about or reward the improper performance of a duty or obligation to which the person is subject or with the knowledge or belief that the acceptance of the advantage in itself constitutes the improper performance of the person's duty or obligation.

11.2 Without prejudice to any other remedy it may have, if Company has reasonable grounds to believe that any of Carrier or any Carrier Representative has breached clause 11.1, Company may, in its absolute discretion:

11.2.1 suspend the Services provided under this Contract pending an investigation; and/or

11.2.2 withhold payment of any charges falling due to the Carrier; and/or

11.2.3 terminate the Transport Order or/and this Contract with immediate effect by written notice to the Carrier.

12 Force Majeure

"Force Majeure Event" means an event beyond the reasonable control of a party which could not be avoided (the **"Affected Party"**, the other party being the **"Unaffected Party"**). Force Majeure Event includes acts of God, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, floods, or extreme weather conditions. Force Majeure Event does not include strikes or other industrial action by employees of the Affected Party or its subcontractors.

12.1 The Affected Party shall not be responsible for failure to carry out any of its duties under a Transport Order to the extent to which the failure is directly caused by a Force Majeure Event, provided that the Affected Party :

12.1.1 has taken all reasonable steps to prevent and avoid the Force Majeure Event;

12.1.2 carries out its duties to the best level reasonably achievable in the circumstances of the Force Majeure Event;

12.1.3 takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable;

12.1.4 on becoming aware of the Force Majeure Event promptly informs the Unaffected Party in writing that the Force Majeure Event has occurred, giving details of the Force Majeure Event, together with a reasonable estimate of the impact of the Force Majeure Event and of the period during which the Force Majeure Event shall continue;

12.1.5 promptly informs the Unaffected Party when the Force Majeure Event has ceased.

12.2 If the Force Majeure Event prevents the Affected Party from materially complying with its obligations under this Contract and it continues for more than ten (10) days, the Unaffected Party may terminate the relevant Transport Order with immediate effect by giving written notice.

13 Representations and Warranties

13.1 The Carrier warrants, represents and undertakes to Company that:

13.1.1 it shall, at its own expense, supply everything necessary for the performance of its obligations under this contract and commit whatever level of resource is necessary to achieve them;

13.1.2 in performing its obligations under this Contract it will comply with the Laws;

13.1.3 it has obtained and undertakes that it shall maintain for the duration of this Contract all requisite regulatory and supervisory consents, licences, registrations and approvals necessary for it and the Carrier Representatives to carry out the Services; and

14 Indemnity

14.1 Carrier agrees to defend, indemnify and hold harmless Company and each of its respective directors, officers, employees, agents, and affiliates and any person or entity directly or indirectly employed by any of them (collectively, the "Indemnified Parties," and individually, an "**Indemnified Party**") from and against all liabilities, losses, claims, damages, settlement costs, demands, fines, civil penalties, judgments, and expenses (including, but not limited to, interest, court costs and reasonable legal fees) (collectively, "**Losses**") which in any way arise out of or result from any negligent act(s) or omission(s) or willful misconduct by the Carrier or by the Carrier Representatives (collectively, "**Representatives**"), in the performance or nonperformance of the Carrier's obligations under this Contract or any Transport Order; including, but not limited to, Losses based upon or relating to (a) any injury to or death of any person, damage to or destruction of any property, real or personal, or (b) any violation of the Laws, or (c) any actual or alleged misuse or misappropriation of confidential information resulting directly from the Carrier's actions or (f) any delayed or failed deliveries of the goods.

15 Liability

15.1 Company shall not be liable for any indirect or consequential loss.

15.2 The exclusions and limitation of liability set out in this clause 15 do not apply to:

15.2.1 liability arising from death or injury to persons caused by negligence;

15.2.2 either party's liability arising as a result of fraud or wilful default of its obligations under this Contract;

15.2.3 anything else which cannot be excluded or limited at law, to which no limit applies.

16 Risk and Insurance

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16.1 From such time as the Carrier commences loading a consignment of goods into the Carrier's vehicle (as appropriate), risk of damage to or loss of the goods shall pass to the Carrier and shall remain with the Carrier until the goods have been unloaded at such location as notified to the Carrier by Company, at which time risk shall pass to Company.

16.2 Title in the goods shall not pass to the Carrier at anytime and shall remain with Company at all times.

16.3 Without prejudice to the Carrier's liability under this Contract or under the Laws, the Carrier shall maintain in force (at its own expense) for not less than two (2) years after this Contract ends:

16.3.1 Public liability insurance for the minimum amount of £5,000,000 (five million British Pounds) combined coverage of personal injury, bodily injury, property damage, completed operations/product liability and contractual liability, per occurrence;

16.3.2 Employer's liability insurance - Not less than the greater of (i) one million pounds (£1,000,000) per occurrence or (ii) the amount required by applicable statute;

16.3.3 Motor insurance in accordance with the Laws;

16.4 All insurance policies referred to in Clause 16.3 shall be with a reputable insurer and within fourteen (14) calendar days of a request by Company, the Carrier shall provide evidence of the insurance which it is obliged to maintain under this clause.

17 Audit

17.1 The Carrier shall at all times operate a system of accounting and maintain complete and accurate records of all action taken in connection with and all supporting documentation in relation to the performance of its obligations under a Transport Order ("**Transport Order Records**").

17.2 The Carrier shall procure the retention and maintenance of Transport Order Records for a period not less than six years from Transport Order Completion.

17.3 The Carrier shall provide Company, on request, at no additional charge, with:

17.3.1 reasonable access to and copies of all Transport Order Records;

17.3.2 all reasonable assistance in carrying out the audit.

17.4 At Company's request the Carrier shall make and/or procure all reasonable changes required by, and take any other action necessitated by, any audit or inspection. If the action comprises the correction of a defect in the Services or the manner in which the Services are provided, the Carrier shall implement the action at no additional charge to Company.

18 Confidentiality

18.1 The Carrier shall keep confidential any written, electronic or oral information, or any information obtained by observation during visits, relating to the business or assets of Company and its customers, clients and suppliers, and any information derived from such information; the terms or subject matter of this Contract; and the negotiations relating to this Contract ("**Confidential Information**") which it receives from Company unless the Confidential Information was already lawfully known, or became lawfully known to the Carrier independently or is in, or comes into, the public domain other than due to wrongful use or disclosure by the Carrier or the disclosure of such information is required to comply with applicable legal requirements .

18.2 The Carrier shall not disclose any Confidential Information to a third party, other than to such Carrier Representatives as will of necessity acquire it as a consequence of the performance of that party's obligations under this Contract. The Carrier shall inform such

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Carrier Representatives of the confidential nature of the Confidential Information.

18.3 The Carrier shall use Confidential Information only in connection with the proper performance of this Contract.

18.4 The Carrier agree that money damages may not be a sufficient remedy for a breach of this clause and agree that Company bringing an action for breach of this clause will be entitled to seek equitable relief, including injunctive relief and specific performance. Such equitable remedies will not be deemed to be the exclusive remedies for a breach of this clause, but will be in addition to all other remedies available at law or in equity.

19 Non Exclusivity of the Services

19.1 The parties agree that the Carrier is performing the Services non exclusively and Company is free to procure services similar to the Services from time to time from Third Party contractors other than the Carrier pursuant to any separate agreements.

19.2 The Carrier shall co-operate with Company and any Third Party engaged by Company.

20 Regulations

20.1 Neither Company nor any Incoming Supplier shall have any liability for any Carrier Employees or former Carrier Employees on expiry or termination of the Contract (in whole or in part) and the Carrier shall indemnify Company and any Incoming Supplier against all Employment Losses and/or Employment Costs suffered or incurred by Company or an Incoming Supplier as a result of any claim or demand made or brought against Company or any Incoming Supplier by any Carrier Employees or former Carrier Employees or any claim submitted on their behalf by a trade union or employee representative or otherwise on the grounds that their employment and/or any liabilities in connection with that employment or its termination or cessation (including as a result of its termination by Company or an Incoming

Supplier) have, on expiry or termination of the provision of the Services (in whole or in part), transferred from the Carrier or a subcontractor to Company or an Incoming Supplier pursuant to the Regulations.

21 Termination

21.1 Company shall be entitled to terminate this Contract with immediate effect by written notice to the Carrier if:

21.1.1 the Carrier commits a material breach of any of the terms of this Contract and either that breach is not capable of remedy or, if the breach is capable of remedy, the Carrier fails to remedy that breach within thirty (30) days of being notified of the breach by Company;

21.1.2 Company discovers a material misrepresentation by the Carrier;

21.1.3 the Carrier commits a breach of Company's health and safety policy (as notified to the Carrier) which is capable of being remedied but which is not remedied within seven days of a written request to do so, or if the Carrier repeats a breach of the health and safety policy;

21.1.4 the Carrier stops or threatens to stop trading, becomes insolvent or is unable to pay its debts as they fall due or a receiver, administrator or similar officer is appointed over any of the assets or business of the Carrier or if the Carrier makes an arrangement for the benefit of its creditors or if the Carrier goes into liquidation except for the purposes of a genuine amalgamation or reconstruction or takes or suffers any similar or analogous procedure to any of the events in any jurisdiction;

21.1.6 there is a change of control in the Carrier;

21.1.7 the Carrier repeatedly fails to provide the Services in accordance with this Contract or any one or more of the KPI.

21.2 Company may terminate this Contract without cause by giving at least six (6) weeks' written notice of such termination to Carrier.

21.2 Carrier may terminate this Contract without cause by giving at least three (3) months' written notice of such termination to Company.

22 Survival

22.1 Termination or expiry of a Transport Order (howsoever occurring) shall not affect either of the parties' accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry, including Clause 13, Clause 14, Clause 16, Clause 18, Clause 20 and Clause 23.

23 Dispute Resolution

23.1 If any dispute or controversy arises out of or relates to this Contract (each, a "**Dispute**"), either party (each an "**Arbitration Party**" or collectively the "**Arbitration Parties**") may send a written initial notice of dispute (an "**Initial Notice**") to the other Arbitration Party that will initiate a period during which both parties (the "**Steering Committee**") shall negotiate in good faith to attempt to resolve such Dispute. If a Dispute has not been resolved by the Steering Committee within twenty (20) days after delivery of the Initial Notice, any Arbitration Party may refer the Dispute to the competent court in accordance with clause 24.8.

24 Miscellaneous

24.1 Carrier may not assign or delegate its rights or obligations under this Contract or any Transport Order without the prior written consent of Company. Company may assign and delegate all of its respective rights and obligations under this Contract to any affiliate, successor, assign or any entity without the consent of the Carrier. The provisions of this contract will be binding upon and inure to the benefit of the parties and upon and to their respective permitted successors and permitted assigns.

24.2 No failure or delay by either party to exercise any right or remedy under this Contract

shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

24.3 The parties do not intend any Third Party to have the right to enforce any provision of this Contract under the Contracts (Rights of Third Parties) Act 1999.

24.4 If a court decides that a provision of any of this Contract is not valid this shall not affect the rest of this Contract. Company and the Carrier shall try to agree on a suitable provision to replace the one which is not valid. The new provision should, as far as possible, achieve the same economic, legal and commercial aims of the invalid one.

24.5 The Carrier is an independent contractor and nothing in this Contract shall be deemed to constitute a partnership, joint-venture, co-ownership or any employment relationship between the parties nor, shall anything in this Contract be deemed to constitute one party the agent of the other for any purpose or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

24.6 To give notice under this Contract, a letter must be delivered by hand or sent by pre-paid first class or facsimile to the registered office or principal place of business or to any other address notified in writing from time to time by a party to the other as its address for service of notices under this clause. A notice delivered by hand is served when delivered to the relevant address, a notice sent by first class post is served 48 hours after posting and a notice served by fax is served when the fax is sent.

24.7 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

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24.8 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract and its subject matter or formation (including non-contractual disputes or claims).

24.9 No variation of this Contract shall be effective unless it is in writing and executed where by or on behalf of each of the parties.

24.10 Only if the compulsory application of CMR Convention shall be considered by a competent court or by both parties to be applicable to the Services, then mandatory rules provided under such instrument shall then replace the relevant provisions of this Contract but only and limited to the contractual provisions of the Contract which deviate from such mandatory rules.