



Terms & Conditions

January 2014

DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

"1980 Act" means the Sale of Goods and Supply of Services Act 1980;

"Contract" means this agreement between the Company and a Customer for the provision of the Services by the Company to the Customer; including all its Schedules and Annexes

"€", "EUR" and "euro" mean the lawful currency of Ireland.

"Customer" means a user of the Services;

"EURIBOR" means in relation to any amount on any day, means: (i) the rate per annum calculated and (rounded upwards to five decimal places) published or reported on Telerate page 248 (or such other screen or page as may replace that screen or page on that service) or about noon on the second Business Day before such day as being the interest rate per annum offered in the European inter-bank market for deposits in euro in an amount comparable with such amount for a three month period; or (ii) if the service in (i) above is not available, the rate per annum determined by the party to whom monies are owed to be equal to the arithmetic mean (rounded upwards to five decimal places) of the rate (as notified to such party) at which each of three leading banks in the Dublin market were offering deposits in euro in an amount comparable with the relevant amount for a three month period at or about 12.00 p.m. on the second Business Day before such day;

"Owner" means the legal and beneficial owner of the Goods or, in the event that there is more than one, each of them;

"Goods" means those goods which the Company (i) receives and/or stores; and/or (ii) has received and/or is storing at the request of the Customer and includes packaging, pallets, palletainers, converters and all other equipment provided by the Customer;

"Goods-In. Docket" means the written receipt Issued by the Company to the Customer or its agent upon receipt of goods;

"Regulations" means the regulations and other literature (if any) published by the Company from time to time which describe and regulate the provision of those Services provided by the Company, as notified to the Customer from time to time in writing including the regulations attached to these Conditions. Any changes to the Regulations will be a variation of the Contract and shall take effect as a variation of the Contract immediately upon receipt by the Customer;

"Services" means the receiving and storage of Goods by the Company at the request of the Customer and ancillary services which the Company has agreed in writing to provide for the Customer;

"The Company" means Castlecool, sole trader or partnership providing the Services and includes all officers, directors, employees and agents of the Company whilst such persons are acting within the scope and course of their employment;

"Special Treatment" means any treatment of any Good's which is not typical within the ordinary course of business of the cold storage industry in Ireland and/or which the Company has designated in writing to the Customer as such; and

"Value" means the cost of the Goods to the Customer or its principal at the time of receipt for the performance of the Services.

"Construction": In this Agreement:

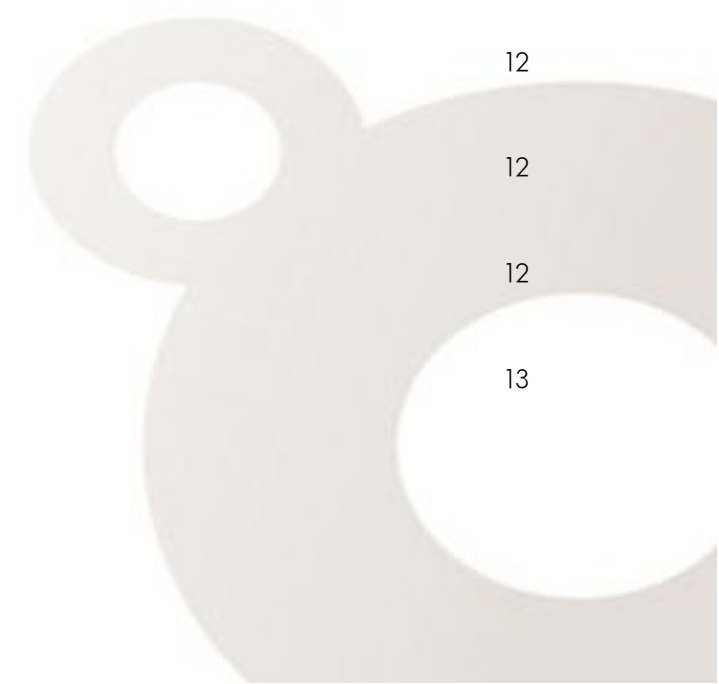
The section headings and captions to the clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

References to Schedules are references to the Schedules attached to and included as part of this Agreement.

The expressions "include", "includes", "including", "in particular" and similar expressions shall be construed without limitation.

CONTENTS

| | Page No | | Page No |
|---|---------|---------------------------------|---------|
| 1. Application | 4 | 13. Customer Indemnity | 10 |
| 2. Storage and Services | 4 | 14. Application | 11 |
| 3. Company's Obligations | 4 | 15. Relationship of the Parties | 11 |
| 4. Customer Undertakings | 5 | 16. Force Majeure | 11 |
| 5. Warranties | 7 | 17. Dispute Resolution | 11 |
| 6. Removal of Goods and Termination | 7 | 18. Severability | 11 |
| 7. Change of Customer | 8 | 19. General | 11 |
| 8. Insurance and the Company's Liability for Loss | 8 | 20. Waiver | 12 |
| 9. Employees, Subcontractors and Others | 9 | 21. Governing Law | 12 |
| 10. Charges, Payments and Liens | 9 | 22. Effect of Agreement | 12 |
| 11. Information Technology | 10 | Regulations | 13 |
| 12. Confidential Information | 10 | | |



1. APPLICATION

1.1 The following terms and conditions shall exclusively govern the provision of the Services notwithstanding any terms or conditions, whether oral or written or purported variations contained on any order or other correspondence submitted by the Customer to the Company save to the extent that such variation is expressly agreed and accepted in writing by a duly authorised officer of the Company.

1.2 The Customer warrants that it is either the Owner or that it is authorised by the Owner to enter into the Contract on the Owner's behalf.

1.3 The Customer shall comply with the Regulations.

2. STORAGE AND SERVICES

2.1 Subject to the terms of this Agreement, the Company agrees to provide

- a. The receiving
- b. The handling and
- c. Temperature controlled services
- d. And order picking of food products

In a manner similar to that which has been provided hereto at the facility set out in accordance with Schedule 1 (the Services).

2.2 Customer shall pay Company for the provision of the Services on the basis of the charges quoted, which shall be fixed for 60 months following the date of this Agreement.

2.3 Company shall invoice Customer for the Services on a monthly basis. Customer shall pay Company within 30 days of receipt of an Invoice.

2.4 For the avoidance of doubt, in the event that Company provides customer with any transportation services in relation to the products this shall be dealt with in a separate written agreement.

3. COMPANY'S OBLIGATIONS

3.1 The Company shall provide the Services to Customer and maintain the Facility in accordance with;

International and national commercial practices including HACCP and BRC standards

Best industry good storage and distribution practice

Other applicable Republic of Ireland, International and national laws and regulations including those relating to food safety.

3.2. The Company will provide its services with reasonable skill and care. In the absence of prior written instruction to the Company giving sufficient detail, no particular precautions or any special treatment need be taken or provided for the Goods.

3.3. In the case of bulk Goods, the Company may deal with and/or mix apparently similar goods consigned by or for the Customer without distinguishing between consignments. If the Customer requires the Company not to store the goods in bulk then the Company shall (if prepared to comply) be entitled to a reasonable upward adjustment of its charge for complying with such requirements.

3.4 If the goods or any part of the goods require special treatment then the customer shall agree this in writing with the Company prior to the delivery of the goods to the Company. Failing such agreement the Company shall not be liable for any loss and/or damage to the goods and/or the customer/owner caused by failure to provide such special treatment

3.5. In the case of carriage the Company's responsibility for the Goods starts when unloading the vehicle is complete and ends when the Goods are re-loaded. In the case of storage and/or processing it starts when they are accepted into store and ends when they are tendered for collection, or the Company becomes aware of the grounds for their removal under Condition 6 or on the expiry of notice. Where the Company provides storage and carriage it shall also be responsible for the Goods while they are transferred from its vehicle into its store and vice versa. In the case of forwarding, the Company's responsibility is only to engage or propose apparently competent contractors and to give them adequate instructions in relation to the Goods; and in this case, or where the contract is for advice, it is not responsible for the Goods themselves.

3.6. The Company's duty is to the Customer only and not to any third party. Any advice given is for the Customer only.

3.7. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in engaging contractors to deal with the Goods.

3.8 The Company shall be deemed to have accepted the Goods upon the stamping of the consignment note or equivalent document. However, the Company shall only be deemed to have confirmed receipt of the Goods upon the issue by the Company of a Goods-In Docket. In the event of any discrepancy between the details contained in the consignment note and the Goods-In Docket the Goods-In Docket shall prevail. The Company shall not in

any way be held liable for any such discrepancy, which shall be for the account of the Customer.

4. CUSTOMER'S UNDERTAKINGS

4.1. It is a condition of the contract and the Customer warrants and undertakes that:

4.1.1 It is either the owner of the Goods, or is authorised by the owner to accept these Conditions on the owner's behalf.

4.1.2 The Goods presented to the Company shall be (and/or anyone else dealing with them);

a) securely and properly packed for the performance of the services and in compliance with any applicable statutory regulations, recognised standards and best practice and are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other goods/items in any way.

b) are in the form and have at all material times been maintained at the temperature as

may be required by the minimum standards stipulated under the applicable statutory regime for goods of that type then in force whereas directed by the customer;

c) do not contain substances the storage of which would require the obtaining of any consent or licence outside the ordinary course of business of the Company;

d) do not contain any substance which, if released from the packaging, would or may cause pollution of the environment or harm to human health; and will not require any Special Treatment save as may be agreed in writing between the parties or as provided for in the Regulations.

4.2 The warranties made in Condition 4.1 shall be made on the date of the contract and to be repeated each day the goods are received and/or stored by the Company.

4.3 Before the Company assumes any responsibility for or by reference to the Goods, the Customer will inform the Company in writing of any relevant matters; including any special precautions necessitated by the nature, weight or condition of the Goods and any statutory or other duties specific to the Goods with which the Company or others may need to comply; and will promptly after invoicing pay the Company's reasonable extra charges for complying.

4.4 The Customer will promptly after invoicing reimburse all duties, taxes and expenses that the Company may be required to pay in respect of the Goods including where the liability to pay them arises due to the fault, other act or omission of the Company or its employees or sub-contractors.

4.5 Except to the extent previously notified in detail to, and accepted by, the Company in writing none of the Goods: are hazardous or contaminated; may cause pollution of the environment or harm to human health if they escape from their packaging; require any official consent or licence to handle, possess, deal with or carry; will at any time whilst in the care or control of the Company constitute Waste.

4.6 Where the Company is carrying the Goods the Customer will provide a risk assessment and method statement appropriate for the Goods and any location in which they are being handled. Unless otherwise previously agreed the Customer will provide suitable facilities and equipment for, and will procure, safe and prompt loading and unloading of the Goods. The Customer may have to pay demurrage at the Company's standard rate if the vehicle is

delayed beyond the time reasonably needed for loading or unloading; and demurrage and storage charges if delivery is refused.

4.7 The Customer will comply with any reasonable regulations of the Company relating to handling, carriage, storage or forwarding of Goods (and ancillary matters) which are notified in writing from time to time.

4.8 Information given by or on the customer's behalf shall be materially correct and complete.

4.9 The Customer will indemnify the Company against any loss or damage it suffers as a result of carrying out the Customer's instructions or which is related to any breach of the Customer's obligations, and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer. If the Company suspects a breach of Condition 4, it may refuse to accept the Goods, demand their immediate removal, or itself arrange their removal without notice, at the Customer's expense.

4.10 In respect of all goods delivered and/or to be delivered to the Company at the request of the Customer, the consignment note or equivalent document accompanying such Goods gives a true, accurate and complete description of the Goods in question and in particular (but without prejudice to the generality of the foregoing as regards their nature, weight, quantity, condition, composition and dimensions).

4.11 The Customer will provide to the Company Traded Unit Codes and or Stock Keeping Unit Numbers for all Products in respect of which the Services are to be provided.

5. WARRANTIES

5.1 The warranties made in Condition 4 shall be deemed to be made on the date of the contract and to be repeated each day the goods are received and/or stored by the Company.

5.2 If the Company determines at any time and at its sole discretion that the goods are not in the condition or are likely not to be in the conditions warranted then;

5.2.1 If the Company has not yet accepted receipt of the Goods pursuant to Condition 4 the Company shall be entitled at its sole discretion to refuse to receive the Goods;

5.2.2 If the Company has already accepted receipt of the Goods pursuant to Condition 4 the Company shall be entitled to serve notice on the Customer requiring the Customer to remove the Goods and upon receipt of such notice the Customer shall remove the Goods forthwith; or

5.2.3 If the Company is unable to give notice or if in the Company's reasonable opinion the Goods require urgent removal to avoid or mitigate damage or if the Customer fails to remove the Goods then the Company may at its sole discretion and at the Customer's expense and risk arrange for any of the following (i) alternative storage; (ii) disposal; or (iii) destruction of the Goods.

5.3 The Company may break bulk and open packages and examine the Goods when the Goods are presented and at any time thereafter for the purposes of determining whether or not the Goods are in the condition warranted under Condition 4. This right shall not impart an obligation on the Company to make any such examination. The exercise or non exercise by the

Company of its rights under this Condition shall not in any manner affect its rights as set out in these Conditions generally.

6. REMOVAL OF GOODS & TERMINATION

6.1 The goods shall be removed by the Customer at the time agreed between the parties. Without prejudice to Condition 5, the Company may at any time give not less than 14 days written notice to the customer requiring the customer to remove the goods or in the case of perishable goods, within 3 days.

6.2 Where the Customer fails to comply with Condition 6.1, or any payment from the Customer is overdue, the Company may, without prejudice to its other rights and remedies against the Customer, notify the Customer in writing that the Goods may be sold or otherwise disposed of at the Customer's entire risk and expense if such payment is not made and/or such Goods are not removed within 21 days, or in the case of perishable goods within 3 days, from the date of such notice. On expiry of the period, if such payment has not been made and/or the Goods have not been so removed the Company may sell or otherwise dispose of the Goods or any part at the Customer's entire risk and expense by an appropriate method, and any proceeds of sale or disposal shall be remitted to the Customer after deduction of all expenses and all amounts claimed by the Company and any assignee of its invoices.

7. CHANGE OF CUSTOMER

7.1 The customer may give written authority for the goods or any part to be transferred to the account of another party on condition that before the effective date of the transfer the other party notifies the company in writing that it is to become the customer and is to be bound by these conditions (together with any revised rate of charging) and by any notice given under condition 8 and will pay the company's charges for the period after the effective date. The customer will pay the charges for the period until the later of the effective date or receipt and acceptance by the Company of the other party's written

notification. Unless otherwise agreed the transferee shall prior to any such transfer pay to the Company the reasonable costs of transferring the goods. The goods remain subject to any lien which applies at the time of transfer.

8. INSURANCE AND THE COMPANY'S LIABILITY FOR LOSS

8.1 Except as provided in Condition 8.5 the Company does not insure the Goods and the Customer shall self-insure or make arrangements to cover the Goods against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the Company being excluded.

8.2 Subject to Condition 8.3, the Company excludes all liability for Loss however arising.

8.3 If and to the extent that Loss is directly caused by negligence or wilful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as subcontractors or agents) and subject to conditions 8.4, 8.7 and 8.8, the Company will accept liability for Loss assessed on normal Legal principles but not exceeding the Limit fixed by Condition 8.5. Any quantification of value includes duties and taxes.

8.4 In no case shall the Company be liable for any lost profit, income or savings, wasted expenditure, or indirect, or consequential loss.

8.5 In no case shall any liability of the Company (including inter alia any liability in respect of duties and taxes) exceed the Limit, fixed as follows:-

8.5.1 The Customer may specify the Limit as an amount (in Sterling, US Dollars or Euros) per tonne weight by notice in writing stating the Limit and the nature and

maximum value of the Goods, including duty and taxes. The Limit nominated by the Customer shall apply in respect of any cause of action arising after the Date. It is a condition of the contract that the Customer pays within 7 days of receipt the Company's invoices for its costs in insuring against its potential liability up to the Limit, and/or to the extent that the Company elects to carry the risk itself, its extra charge equivalent to the estimated or likely cost of such insurance.

8.5.2. If the Company having made reasonable efforts is unable to obtain insurance on reasonable terms to cover its liability up to the Limit nominated by the Customer, or if the Customer has not yet paid any invoice issued under condition 8.5.1, the Company may give 7 days written notice, and the Limit for causes of action arising after expiry shall be €500.00 per tonne.

8.5.3 Unless and until a higher Limit has been fixed under Condition 8.5.1 and continues in effect, the Limit shall be €500.00 per tonne.

8.6 Without prejudice to the Company's rights under Condition 10 to be paid free from deduction or set-off, any limitation of liability on the part of the Company shall be applied to any claim by the Customer before any set off or counterclaim is asserted against money due to the Company.

8.6.1 The Company shall not be liable for any claim unless:

a) it has received written notice of it within 10 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee; and

b) it has received within 21 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee sufficient detail in writing to enable further investigation to be carried out. In the case of failure to deliver, time shall run from the first working day after the expected date of delivery.

c) No legal proceedings (including any counterclaim) may be brought against the Company unless they are issued and served within 9 months of the event giving rise to the claim.

8.7 The Company shall not be liable for any Loss to the extent that it is caused or contributed to by a breach of any of the Customer's obligations in Condition 4, or by any of the circumstances by virtue of which the Company is relieved of its obligations under condition 13.

9. EMPLOYEES, SUB-CONTRACTORS AND OTHERS

9.1 The Company shall be entitled to sub-contract all or any part of its obligations and in this event these Conditions shall apply to such services. Where storage is subcontracted the Company will on request notify the Customer of the location of the Goods.

9.2 No Interested Party will make a claim or issue proceedings in respect of Loss against any Additional Party.

9.3 Without prejudice to Condition 9.2, if an Additional Party pays or is liable to make a payment to an Interested Party in connection with a claim for Loss, the Interested Party will fully indemnify the Company against any claim (including all

costs and expenses) by the Additional Party against the Company for reimbursement of, contribution to or indemnity against that payment to the extent that it exceeds the Limit applicable at the time of the event giving rise to the claim.

9.4 If the Customer requests that the Company arrange for another party to perform for the customer any services other than the services, it does so on the terms that the Company acts as the agent of the customer and is in no way responsible to the customer for the provision of these services.

10. CHARGES, PAYMENTS & LIENS

10.1 The Company's charges, including those relating to demurrage, are attached to these Conditions or are as otherwise notified by the Company to the Customer.

10.2 The Company's charges are subject to VAT and may be varied by prior notice to the customer. The notice shall be at least seven days for increases reflecting any rise in fuel costs and at least 21 days otherwise. The Company has the right to charge for the storage of the goods for so long as it has custody of or is responsible for them.

10.3 The charges shall be paid free of any deduction, deferment on account of any claim, counter claim or set-off at such periodic intervals as may have been agreed between the parties and in any event on the earlier of a) the expiry of any agreed credit period and b) the time immediately before any of the goods cease to be in the company's care or control. The Company shall be entitled to payment for carriage at the time the goods are loaded onto the vehicle. If no credit period has been agreed in writing by the Company then the credit period shall be deemed to be 45 days from the date of the relevant invoices, or any shorter period that may be required by applicable statutory provisions.

10.4 Interest shall be paid on all amounts overdue to the Company at the higher of 8% per annum or 3% over EURIBOR calculated on a daily basis.

10.5 The Customer will be charged a reasonable proportion, calculated by the Company, of any expenses necessarily incurred by the Company in addition to the provision of the Services, in complying with any statutory duties imposed from time to time in relation to any of the Goods.

10.6 The Company shall (on its own behalf and as agent for any assignee of its invoices) have a general and particular lien on the Goods (and any associated documentation or records) as security for payment of all sums (whether due or not) claimed by the Company from, or invoiced to, the Customer or its Assigns on any account (relating to the Goods or not), or otherwise claimed in respect of the Goods or other property of an Interested Party. Storage shall be charged for any goods detained under lien.

10.7 The Company shall not be bound by any Retention of Title Clause including those contained therein in any of the Invoices issued by the customer to any third party. The Company's lien shall rank in priority to any such claim.

11. INFORMATION TECHNOLOGY

11.1 The Company shall not be responsible for the corruption of any Information Technology files which may occur when accessing the Customers data and information technology systems.

12. CONFIDENTIAL INFORMATION

12.1 For the purposes of this Agreement confidential information shall mean any and all commercial or proprietary information (not in the public domain) provided by either party to the other party pertaining to the business of the party disclosing the information. Proper and appropriate steps shall be taken and maintained by each party at all times to protect the confidential information received from the other party. Each party agrees to safeguard and protect all confidential information obtained by it from the other party and will not disclose the confidential information to any third party unless required by law or as necessary to perform its obligations under this Agreement.

13. CUSTOMER INDEMNITY

13.1 The Customer shall indemnify and hold harmless the Company and its sub contractors against all claims and losses (and all costs and expenses including legal expenses reasonably incurred relating thereto in respect of;

13.2 Any discrepancy between a consignment note or equivalent document stamped by the Company upon acceptance of goods and the goods in docket issued by the company in respect of the goods and/or

13.3 Any loss/damage to goods and/or the customer and/owner caused by failure to provide any special treatment which had not been agreed in writing between the customer and the company prior to the delivery of such goods and/or

13.4 The extent that any claim admissible under the conditions exceeds the limit of liability of the company or its sub contractors.

13.5 The customer shall indemnify and hold harmless the company and its sub contractors against all claims and losses (and all costs and expenses including legal expenses reasonably incurred relating thereto occasioned by the nature or condition of the goods (including but not limited to any such claim or loss arising from a breach of warranty save to the extent that any such claim or loss has arisen primarily due to the negligence of the company or its subcontractors in the performance of the services.

14. APPLICATION

14.1 These conditions set out the entire agreement between the Company and the customer and shall apply to any purchase of services under an order which is accepted by the Company. The customer hereby acknowledges that it has not relied upon any oral or written representations made to it by the Company, any of its employees, representatives or agents and there are no agreements, understandings, promises or conditions between the parties other

than as set out in these conditions and the regulations. The customer further acknowledges that no other terms shall apply to the sale of the Services, including any standard conditions of purchase of the Customer, even if they are printed on the written order of the Customer or any other document issued by the Customer.

15. RELATIONSHIP OF THE PARTIES

15.1 Nothing in these conditions of service or elsewhere shall be deemed to make the Company an employee, agent or partner of the Customer for any purpose whatsoever.

16. FORCE MAJEURE

16.1 The Company shall not in any event be responsible for any delay in or failure to perform the services to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or its agent or an Interested Party (including any breach by the Customer of these Conditions) or is caused by factors beyond the reasonable control of the Company including but not limited to acts of god, earthquake, storm, flood, fire, ice or other inclement weather, war explosion, civil disturbance, actual or threatened acts of terrorism, strike, riot, civil commotion, epidemic or trade embargo or any failure of electricity or other fuel or equipment, governmental or quasi-governmental action, breakdown or unavailability of premises, equipment or labour.

17. DISPUTE RESOLUTION

17.1 The parties shall attempt in good faith to resolve any dispute arising out of any contract promptly by negotiation between executives who have authority to settle the matter and who are at a higher level of management than the persons with direct responsibility for administration of the contract. Any party may give to the other written notice of any dispute not resolved in

the normal course of business which they require to be submitted to such negotiation. If within 30 days thereafter the executives of both parties have been unable to resolve matters either the customer or the Company may require the dispute to be referred to a single arbitrator to be agreed upon by the customer or the Company or in default of such agreement within 5 days to be nominated by the president for the time being of the institute of arbitrators in accordance with the provisions of the arbitration acts 1954 to 1980 (as amended or re-enacted from time to time).

18. SEVERABILITY

18.1 If any part of these conditions is judged by any court in a competent jurisdiction to be invalid or unenforceable the remaining part or parts thereof shall continue in full force and full effect.

19. GENERAL

19.1 Each exclusion or limitation in these Conditions exists separately and cumulatively.

- a) Signature on a delivery note is evidence that the Goods have been received in apparently good order save as noted
- b) The Company may open up packaging to inspect Goods
- c) Any notice for the purpose of this contract and/or conditions shall be in writing and for all purposes be deemed to have been duly given if left at or sent by first class prepaid post to the last known address of the other party or by facsimile to the last notified number evidenced by a successful transmission record, or by email to the last address notified for the purpose of service; and shall if posted be deemed to have been given and received three clear working days after posting, and if by facsimile or email, one working day after sending.

20. WAIVER

20.1 The failure or delay by either party in exercising any right, power or remedy of that party under these conditions shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any right, power or remedy under these conditions shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy. (Any waiver, a breach of or default under any of the terms of these conditions shall not be deemed waiver of any subsequent breach or default and shall in no way affect the other terms of these conditions).

21. GOVERNING LAW

21.1 All contracts between the Company and the customer, all conditions relating to such contracts and any claims relating to the goods shall be governed by and construed in accordance with the law of Ireland.

21.2 The customer, the owner and the Company hereby submit to the exclusive jurisdiction of the Irish courts in respect of any claim, dispute or matter arising herein.

22. EFFECT OF AGREEMENT

22.1 The rights and liabilities set forth in this agreement shall inure to the benefit of and be binding on Company and Customer and their respective heirs, executors, administrators, successors and assigns.



REGULATIONS

1. The Customer /Owner shall ensure that Goods presented for storage shall be:

- (a) packed and labelled in a way that enables them to be clearly separated from other similar goods; and
- (b) packed in a way that enables the most economic use of storage space;

2. Goods presented otherwise than in accordance with these requirements may either be rejected or retained by the Service Provider for an additional charge in accordance with Condition 10 of the Conditions.

3. Subject to the Service Provider's prior written consent, when Goods are presented for storage on standard pallets, then provided the condition of these pallets is acceptable to the Service Provider, the Service Provider will issue an equal number of standard pallets in exchange.

4. Where the Service Provider has issued pallets in accordance with the contract, the Service Provider shall only permit removal of the Goods upon (i) delivery to the Service Provider by the Customer of an equal number of standard pallets to those so issued by the Service Provider pursuant to contract; or (ii) payment by the Customer of the amount notified in writing by the Service Provider to be equal to the replacement cost of the pallets so issued.

5. Storage charges are determined, unless otherwise agreed in writing between the Service Provider and the Customer, on a charge per pallet basis. Charges are incurred on a calendar weekly basis (such weeks being deemed to commence at 12:00a.m. on the Sunday of each week), including the week of receipt and the week of removal of the Goods. Part calendar weeks are charged at the full weekly rate. Payment of all charges incurred under contracts for the storage of Goods shall be made by the end of the month following the month in which the invoice was raised.

6. The Service Provider reserves the right to search the vehicles and drivers delivering Customer's Goods and to take any steps that are necessary in the interest of security.

7. The Service Provider does not permit smoking in any part of the premises

8. Vehicles are admitted to the Service Provider's premises solely for the pur-

pose of loading and unloading and may not be parked on the premises. All persons who may from time to time, be present on the Service Provider's premises are obliged to comply with the Service Provider's site regulations and health and safety regulations in force.

9. The Service Provider shall not be responsible for loss or damage to any Customer vehicle or the contents of any such vehicle whilst in the Service Provider's custody or control or for any direct or indirect consequential loss or damage resulting from loss of or damage to the vehicle or its contents whether or not such loss, damage or consequential loss or damage is due to the negligent act or omission of the Service Provider.

10. The Service Provider shall have a general lien on any Customer's vehicle(s) (a "Vehicle") whilst they are in the Service Provider's possession for all sums due at any time from the Customer as well as for sums which would have been due but for any unexpired credit period. If such monies are not paid within twenty-eight days of notice being given to the Customer requiring removal of the Vehicle the Company shall be entitled to sell the Vehicle as agent for and at the expense of the Customer and apply the proceeds in or towards payment of any such sums on 28 days' notice in writing to the Customer.



castlecool

t: +353 42 974 9100 - f:+353 42 974 9099

e: info@castlecool.ie

www.castlecool.ie

