

United Kingdom - Standard Trading Conditions					
ACTIVITY	CONDITIONS	FINANCIAL LIMIT	MAIN DEFENCES	CLAIM NOTIFICATION TIME LIMIT	TIME LIMIT TO SUE
Road Haulage	RHA 2009 (Road Haulage association)	Loss or damage £1300 per tonne Any other loss The carriage charges	Act of God Confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority Error, act or omission by the Customer or owner Inherent defect, vice or natural deterioration of the Consignment Insufficient or improper packing Insufficient or improper labelling or addressing General or partial stoppage or restraint of labour Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered	Part loss or damage Notice within 7 days followed by a claim within 14 days after the termination of transit Any other loss Notice within 28 days followed by a claim within 42 days after the commencement of transit	1 year from the date transit commenced
	FTA 2002 (Freight Transport Association)	Loss or damage £1300 per tonne or £500 whichever is the greater Delay The carriage charges	Act of God Requisition or destruction of or damage to property by or under the order of any government or public or local authority Error, act, or omission by the Customer or owner Inherent defect, vice or natural deterioration of the goods Insufficient or improper packaging Insufficient or improper labelling or addressing General or partial stoppage or restraint of labour	Loss or damage of the whole consignment General claim within 14 days followed by a detailed claim within 28 days after the carrier's responsibility for the consignment commences Loss or damage of any any part of the consignment General claim within 7 days followed by a detailed claim within 14 days after the carrier's responsibility for the consignment ends Damage of any description Goods to be made available for the carrier's inspection for a reasonable period following notification of the claim Delay Within 3 days from the date delivery should have been made or within 63 days of the carrier's responsibility for the consignment commencing where no delivery date has been agreed	None specified (therefore 6 years at Common Law)
Freight Forwarding	BIFA 2005A - updated Nov 09 (British International Freight Association)	Loss or damage 2 SDR per kilo All other claims 2 SDR per kilo or SDR 75000 any one transaction whichever is the least Delay Twice the forwarder's freight charge	As agent No liability for third parties provided due care was exercised in their selection As principal Any cause or event which the forwarder is unable to avoid and the consequences whereof the forwarder is unable to prevent by the exercise of reasonable diligence	14 days from the date the customer became or should have become aware of any event or occurrence alleged to give rise to a claim	9 months including written notice from the date of the event or occurrence alleged to give rise to a cause of action
Warehousing	UKWA 2006 (United Kingdom Warehousing Association)	£100 per tonne	Absence of neglect or wilful act or default. Customer's cargo insurance does not include subrogation waiver	Within 10 days of the event coming to the knowledge of the Customer and within 21 days of the same start date sufficient detail must be given to enable the Company to investigate (for delivery failure time starts on the first working day after the expected delivery date)	9 months from the event giving rise to the claim (issued & served)
	RHA storage (2009)	£100 per tonne	As RHA 2009 under Road Haulage down to and including General or partial stoppage or restraint of labour, and in addition Any other cause beyond the reasonable control of the company	Damage Within 7 days after the release of the goods Loss or misdelivery Within 7 days after the goods, in the ordinary course of events, should have been released	One year, including written notice, from the date the goods were released or should in the ordinary course of events, should have been released

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International Conventions - Road & Sea						
ACTIVITY	CONDITIONS	FINANCIAL LIMIT	MAIN DEFENCES	CLAIM NOTIFICATION TIME LIMIT	TIME LIMIT TO SUE	JURISDICTION
Road Carriage	CMR	<p>Loss or damage 8.33 SDR per kilo</p> <p>Delay The carriage charge</p> <p>No limit if the damage was caused by; Wilful misconduct by the carrier or such default as is considered to be equivalent to wilful misconduct by the Court seised of the case COD failure</p>	<p>Circumstances the carrier could not avoid and the consequences of which the carrier was unable to prevent Act or neglect of the claimant The lack of or defective condition of the packing Handling, loading, stowage or unloading of the goods by the sender or consignee The nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage</p>	<p>Loss or damage externally apparent Immediately on delivery</p> <p>Loss or damage not externally apparent Within 7 days of delivery</p> <p>Delay Within 21 days from the time the goods were placed at the disposal of the consignee</p>	<p>Partial loss 1 year from the date of delivery or scheduled delivery</p> <p>Total loss 1 year + 30/60 days from the date of the agreed time limit/the date the goods were collected</p> <p>All other claims 1 year + 3 months from the making of the carriage contract</p> <p>In case of wilful misconduct 3 years (as per the above "from" dates)</p>	<p>The place of collection</p> <p>The place of delivery</p> <p>Where the defendant is either ordinarily resident or has his principal place of business or the branch or agency through which the contract of carriage was made</p>
Sea Carriage	Hague	<p>Loss or damage £100 per package</p>	<p>Unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy to secure that the ship is properly manned, equipped and supplied, and to make all parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation Act, neglect, or default in the navigation or in the management of the ship Act of God Arrest restraint or seizure under legal process Act or omission of the shipper or owner of the goods Strikes lockouts or stoppage or restraint of labour Inherent defect or vice Insufficiency of packing Insufficiency or inadequacy of marks Any other cause arising without the actual fault or privity of the carrier</p>	<p>Apparent loss or damage At, or before, the time of delivery</p> <p>Non apparent loss or damage Within 3 days of delivery</p>	<p>1 year after delivery of the goods or the date when the goods should have been delivered</p>	<p>None specified</p>
	Hague Visby	<p>Loss or damage 2 SDR per kilo or 666.67 SDR per package whichever is the higher</p> <p>No limit if it is proved the damage resulted from an act or omission of the carrier done with intent to cause damage or recklessly and with knowledge damage would probably result</p>	<p>Unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy to secure that the ship is properly manned, equipped and supplied, and to make all parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation Act, neglect, or default in the navigation or in the management of the ship Act of God Arrest restraint or seizure under legal process Act or omission of the shipper or owner of the goods Strikes lockouts or stoppage or restraint of labour Inherent defect or vice Insufficiency of packing Insufficiency or inadequacy of marks Any other cause arising without the actual fault or privity of the carrier</p>	<p>Apparent loss or damage At, or before, the time of delivery</p> <p>Non apparent loss or damage Within 3 days of delivery</p>	<p>1 year after delivery of the goods or the date when the goods should have been delivered</p>	<p>None specified</p>
	Hamburg	<p>Loss or damage 2.5 SDR per kilo or 835 SDR per package whichever is the higher</p> <p>Delay 2.5 times the freight for the goods delayed, not exceeding the total freight payable</p> <p>No limit if it is proved the loss, damage or delay resulted from an act or omission of the carrier done with intent to cause such loss, damage or delay, or recklessly and with knowledge such loss, damage or delay would probably result</p>	<p>All measures were taken by the carrier that could reasonably be required to avoid the occurrence and its' consequences</p>	<p>Apparent loss or damage Within 1 day of delivery</p> <p>Non apparent loss or damage Within 15 days of delivery</p> <p>Delay Within 60 days of delivery</p>	<p>2 years from the day on which the carrier has delivered the goods or part thereof or, in cases where no goods have been delivered, on the last day on which the goods should have been delivered</p>	<p>The principal place of business or, in the absence thereof, the habitual residence of the defendant; or</p> <p>The place where the contract was made provided that the defendant has there a place of business, branch or agency through which the contract was made or</p> <p>The port of loading or the port of discharge or</p> <p>Any additional place designated for that purpose in the contract of carriage by sea</p>

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International Conventions - Air & Rail						
ACTIVITY	CONDITIONS	FINANCIAL LIMIT	MAIN DEFENCES	CLAIM NOTIFICATION TIME LIMIT	TIME LIMIT TO SUE	JURISDICTION
Air Carriage	Warsaw + Hague Protocol + MP1	<p>Loss or damage 17 SDR per kilo</p> <p>No limit if the damage resulted from an act or omission of the carrier with intent to cause damage or recklessly and with knowledge that damage would probably result</p>	All necessary measures were taken to avoid the damage or that it was impossible to take such measures	<p>Loss or damage On the document of carriage or by separate notice within 14 days of delivery</p> <p>Delay On the document of carriage or by separate notice within 21 days of delivery</p>	<p>2 years from the;</p> <p>Date of arrival at the destination or from the</p> <p>Date on which the aircraft ought to have arrived or from the</p> <p>Date on which the carriage stopped</p>	<p>Where the carrier is ordinarily resident or has an establishment where the contract was made</p> <p>The place of destination</p>
	Warsaw + Hague Protocol + MP1 + MP4	<p>17 SDR per kilo</p> <p>Limit unbreakable</p>	<p>Loss or damage Inherent defect, quality or vice Defective packing performed by a person other than the carrier An act of war or an armed conflict An act of public authority carried out in connection with the entry, exit or transit of the cargo</p> <p>Damage occasioned by delay All necessary measures were taken to avoid the damage or that it was impossible to take such measures</p>	<p>Loss or damage On the document of carriage or by separate notice within 14 days of delivery</p> <p>Delay On the document of carriage or by separate notice within 21 days of delivery</p>	<p>2 years from the;</p> <p>Date of arrival at the destination or from the</p> <p>Date on which the aircraft ought to have arrived or from the</p> <p>Date on which the carriage stopped</p>	<p>Where the carrier is ordinarily resident or has his principal place of business or has an establishment where the contract was made</p> <p>The place of destination</p>
	Montreal	<p>19 SDR per kilo</p> <p>Limit unbreakable</p>	<p>Loss or damage Inherent defect, quality or vice Defective packing performed by a person other than the carrier An act of war or an armed conflict An act of public authority carried out in connection with the entry, exit or transit of the cargo</p> <p>Damage occasioned by delay All necessary measures were taken to avoid the damage or that it was impossible to take such measures</p>	<p>Loss or damage On the document of carriage or by separate notice within 14 days of delivery</p> <p>Delay On the document of carriage or by separate notice within 21 days of delivery</p>	<p>2 years from the;</p> <p>Date of arrival at the destination or from the</p> <p>Date on which the aircraft ought to have arrived or from the</p> <p>Date on which the carriage stopped</p>	<p>Where the carrier is ordinarily resident or has his principal place of business or has an establishment where the contract was made</p> <p>The place of destination</p>
Rail Carriage	COTIF (CIM)	<p>Loss or damage 17 SDR per kilo</p> <p>Delay 4 times the carriage charge</p> <p>In case of gross negligence liability is limited to twice the limit</p> <p>No limit in the event of COD failure or from an act or omission of the railway with intent to cause loss or damage or recklessly and with knowledge such loss or damage would probably result</p>	<p>Fault on the part of the consignor/consignee Inherent vice of the goods (decay, wastage, etc.) Circumstances which the railway could not avoid and the consequences of which it was unable to prevent Carriage in open wagons Absence or inadequacy of packing Loading by the consignor or unloading by the consignee The nature of certain goods which renders them inherently liable to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, desiccation or wastage Irregular, incorrect or incomplete description of articles not acceptable for carriage or acceptable subject to conditions</p>	<p>Apparent loss or damage At, or before, the time of delivery</p> <p>Non apparent loss or damage Within 7 days of delivery</p> <p>Delay Within 60 days of delivery</p>	<p>Partial loss 1 year from the date of delivery</p> <p>Total loss 1 year + 30 days after the expiry of the transit period</p> <p>COD 2 years + 30 days after the expiry of the transit period</p> <p>All other claims 1 year from the date the right of action commences</p> <p>In case of wilful misconduct 2 years (as per the above "from" and "after" dates)</p>	<p>The place where the railway has its' headquarters</p>
	CIM + Vilnius	<p>Loss or damage 17 SDR per kilo</p> <p>Delay 4 times the carriage charge</p> <p>No limit in the event of COD failure or from an act or omission which the carrier has committed either with intent to cause loss or damage or recklessly and with knowledge such loss or damage would probably result</p>	<p>Fault on the part of the consignor/consignee Inherent vice of the goods (decay, wastage, etc.) Circumstances which the railway could not avoid and the consequences of which it was unable to prevent Carriage in open wagons Absence or inadequacy of packing Loading by the consignor or unloading by the consignee The nature of certain goods which renders them inherently liable to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, desiccation or wastage Irregular, incorrect or incomplete description or numbering of packages</p>	<p>Acceptance of the goods extinguishes all rights of action unless; In the case of apparent loss or damage the damage was ascertained by the carrier prior to acceptance or was omitted solely through the fault of the carrier</p> <p>In the case of non apparent partial loss or damage "ascertainment" is requested immediately after discovery of the loss or damage and not later than 7 days after acceptance</p> <p>In the case of delay rights are asserted within 60 days</p> <p>The loss or damage results from an act or omission done with intent to cause such loss or damage or recklessly and with knowledge such loss or damage would probably result</p>	<p>Partial loss damage or delay 1 year from the day of delivery</p> <p>Total loss 1 year + 30 days after expiry of the transit period</p> <p>All other cases 1 year from the day when the right of action may be exercised</p> <p>Wilful misconduct or cash on delivery 2 years (as per the above "from" dates)</p>	<p>The carrier has his domicile or habitual residence or the branch or agency which concluded the contract</p> <p>The place of collection</p> <p>The place of delivery</p>

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