K PAK LIMITED

TERMS AND CONDITIONS OF TRADING

Customer's attention is drawn to specific clauses in this Contract which limit or exclude K PAK's liability, entitle it to dispose of items, require Customer to indemnify K Pak and/or impose specific time limits, being clauses 3.1, 4.2, 4.3, 6, 7.6, 8, 9.3, 10 and 13.

1. GENERAL

1.1. In these terms "K PAK" means K PAK Limited of Unit 21, Liongate Enterprise Park, Morden Road, Mitcham, Surrey and "the Customer" means the party placing the order for the services to be supplied pursuant to these Terms which shall prevail over any and all other express or implied terms including those which the Customer may seek to impose; "the Owner" means the beneficial owner of the Goods which are the subject of this Contract.

1.2. K PAK is not a common carrier and its rights and obligations shall not be construed as such although its agents may be and the Customer's and the Owner's rights shall be regulated accordingly.

1.3. If any individual term is held to be void or unenforceable these terms and conditions shall be void and unenforceable to that extent only and the remainder of the Contract shall continue to have full effect.

1.4. These Terms cannot be amended except by agreement in writing between K PAK and the Customer referring expressly to this clause.

2. PARTIES

2.1. K PAK may engage agents and/or sub-contractors to perform all or any part of the services it enters into the Contract for itself and on behalf of such agent and/or sub-contractors and its officers or employees all of whom shall have the benefit of these Terms and Conditions and who shall be under no liability to the Customer greater than or in addition to that of K PAK and the Customer agrees with K PAK that no claim shall be made against such agent, sub-contractor, officer or employee in addition to or in excess of the limitation and/or exclusions of liability set out in these Conditions.

2.2. If the Customer is not the Owner he shall be deemed to be the Owner's agent and warrants that he has the authority of all persons owning or having an interest in the Goods to accept these Terms and Conditions upon their behalf and shall indemnify K PAK against any loss, damage or claim it suffers by virtue of any want of authority.

2.3. K PAK shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.

3. CHARGES

3.1. The Contract is made for a specified quantity of Goods by reference to specific items or cubic capacity and K PAK may amend any charge quoted whether written or oral and/or may levy an extra charge if:

(1) it is not accepted within 14 days;

(2) the Services are not completed within 1 month wholly or partly as a result of the acts of defaults of the Customer, its agents or sub- contractors; or

(3) costs are altered by changes in taxation and/or freight rates outside of K PAK's control;

(4) additional or variations of the Services are supplied at the Customer's request or delay occurs beyond K PAK's control; or

(5) additional Goods are packed and in all of the above circumstances the Customer agrees to pay such additional charges as may become payable.

4. PACKAGING

4.1. At the request of the Customer K PAK will pack items for carriage by land sea or air, the choice of materials being at the sole discretion of K PAK.

4.2. K PAK will not accept for packing and/or onward delivery the following items and the Customer expressly agrees that he will not submit such items for such packing and/or onward delivery services:-

(1) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or similar collections of any such kind or

(2) Any corrosive, damaging, dangerous or explosive article or substance or any likely to encourage vermin or other pests or to cause infection or contamination; K PAK may at its sole discretion remove, sell, destroy or otherwise dispose of any such article or substance the cost of which shall be to the Customer's account.

4.3. If it transpires that despite this clause K PAK has handled such items, it shall have no liability for any reason (except fraud) to the Customer or the Owner arising from, or for any default of any kind in, doing so, and shall be indemnified by Customer and/or the Owner without limit in time or amount for any damage or losses caused by such items to K PAK or for which K PAK is obliged to compensate others.

5. COLLECTION AND DELIVERY

5.1. K PAK will if requested by the Customer collect or arrange collection of items for packing but unless expressly agreed in writing to the contrary it will not deliver Goods for which purpose it shall be entitled and the Customer hereby authorizes it to contract on behalf of the Customer as his agent for:-

(1) the carriage by any route or means or person;

(2) the storage, packing, trans-shipment, loading, unloading or handling by any person at any place whether on shore or afloat and for any length of time;

(3) the carriage or storage of Goods in or on containers, trailers, flats, lifts, railway wagons, tanks, igloos or any other unit load device specifically constructed for the carriage of goods by land, sea or air or with other articles of whatever nature; and

(4) such acts as may in the opinion of K PAK be reasonably necessary in the performance of delivery obligations in the interests of the Customer.

5.2. Where there is a choice of charges quoted by a carrier dependent upon the extent or degree of liability accepted no declaration of value will be made by K PAK except under prior arrangements in writing with the Customer, nor shall K PAK be under any liability to the Customer by reason of having entered into any contract on his behalf whereby the extent or degree of the liability assumed by a carrier or other party is in any respect excluded or limited save where such contract is entered into contrary to specific written instructions given by the Customer and accepted by K PAK in writing.

6. RESPONSIBILITIES AND LIABILITIES OF K PAK

6.1. K PAK shall not be liable for loss and/or damage of whatsoever nature and howsoever caused during the performance of the Services unless such loss and damage is proved to have been caused by the negligence of K PAK, its employees agents or sub-contractors.

6.2. K PAK shall not be liable for loss and/or damage caused to Goods as a result of any defect in or failure of any packing material or as a result of climatic conditions of whatsoever nature unless it is proved that K PAK had been negligent in its choice and/or use of such materials

6.3. K PAK contracts with the carriers of Goods as agent of the Customer and shall not be liable for loss and/or damage of whatsoever nature and howsoever caused unless such loss and/or damage is proved to have been caused by its choice of carrier.

6.4. Where direct loss and/or damage shall be proved to have been caused by the negligence of or breach of this Contract by K PAK, its employees servants or agents its liability shall be limited to:

(1) a sum at the rate of two Special Drawing Rights (as defined by the International Monetary Fund) per kilo of gross weight of the Goods lost or damaged or at K PAK's sole discretion the cost of or replacing the damaged or missing Goods, whichever shall be the least

(2) in respect of Goods being part of a pair or set K PAK's liability (if any) shall be calculated by reference to the particular part or parts lost or damaged irrespective of any special value which such article may have as a part of such pair or set.

6.5 Any date for delivery of Goods is only as a guide for the assistance of the Customer and time for delivery shall not be of the essence of the Contract.

6.6 K PAK, its employees, servants and/or agents are not obliged to accept any instructions given by or on behalf of the Customer which in their sole discretion they consider unreasonable, impractical or hazardous to the Goods. K PAK its employees, servants and/or agents are in any case not liable for any loss or damage of any kind resulting from the acceptance of, and/or attempts to implement, any instructions given to it, its employees, servants and/or agents by or on behalf of the Customer and the Customer will indemnify K PAK in respect of any costs, claims, damages and/or liabilities of any other kind arising from or connected with the implementation of such instructions..

6.7 K PAK shall not be liable in any circumstances whatsoever in respect of loss or damage howsoever caused (including by the negligence of K PAK, its employees, agents or sub-contractors) for indirect or consequential loss such as but not limited to loss of profits, loss of market or the consequences of delay or deviation.

7 RESPONSIBILITIES AND LIABILITIES OF THE CUSTOMER

7.1 It shall be the Customer's responsibility to ensure that proper arrangements are made for receipt of the Goods; extra charges may be raised by K PAK and/or a carrier, including but not limited to storage, return or re-delivery charges, if delivery cannot be effected in the normal course of business, for which the Customer will be responsible.

7.2 As agent for the Customer K PAK will give instructions for the delivery of the Goods but it is the responsibility of the Customer to ensure that all delivery addresses and instructions are accurate.

7.3 Unless it has been agreed in writing that K PAK will complete all Customs documentation it is the responsibility of the Customer to ensure that all Customs requirements and documentation have been complied with.

7.4 The Customer shall indemnify K PAK in respect of any liability and/or cost (including defence costs of any kind) imposed upon it by any nation, state or other authority which holds K PAK responsible for any breach of any of its laws, regulations, requirements or prohibitions as a result of any or anything in any Goods K PAK has transported or stored, or any non-negligent method it has used to do so.

7.5 The Customer shall indemnify K PAK against all liabilities, losses, damage, costs and/or expenses of whatsoever nature which may result from K PAK acting in accordance with the Customer's instructions or emerging from any negligent or deliberate act of default of or breach by the Customer of any warranty or condition contained in these Terms and Conditions

7.6 Should K PAK be put to any costs, charges or expenses in consequence of any claim made by a third party in respect of any Goods packed or carried or be ordered to pay any damages arising out of any such claims or should it be liable to any penalty under statute or otherwise or put to any expense in recovering any charges due the same shall be recoverable from the Customer in full.

7.7 It is agreed by the Customer that the charges raised by K PAK are calculated by reference to the fact that the liability of K PAK is limited as set out in Sections 6 and 13 hereof.

8 TIME LIMIT FOR CLAIMS

8.1 K PAK shall be discharged from all liability of whatsoever nature and howsoever caused including negligence unless:-

(1) Notice of loss and/or damage shall have been received by K PAK in writing:-

(a) in respect of damage - within 7 days of receipt of the Goods by the Customer or the person to whom delivery is directed;

(b) in respect of loss - within 7 days of the time when the Goods should have been delivered in the ordinary course of business either alone or with any other Goods; and

(2) Arbitration procedure is commenced within one year of the period set out in (a) and (b) above.

8.2 Time shall be of the essence in respect of the making of claims and the bringing of such procedures.

9 PAYMENT

9.1 Unless expressly agreed otherwise in writing all monies due and payable to K PAK in respect of Services or Goods supplied shall be payable by bank transfer into a bank account of K PAK's of which it will furnish details in its invoice.

9.2 All monies due to K PAK shall be paid in the currency of the invoice or otherwise as agreed in writing, immediately upon receipt of the invoice without deduction or deferment.

9.3 The Customer expressly agrees that he will not withhold or defer payment of any monies due by virtue of any claim or counterclaim.

9.4 Payment by the Customer in a timely fashion is of the essence of the Contract.

9.5 K PAK has the right in its discretion at any time to require payment of cleared funds in advance of its performance of the Contract or any part of it, to suspend and/or delay performance until such funds are provided and to increase its price by the amount of any extra direct or indirect costs incurred as a result of such suspension or delay. If such funds are not provided within 14 days, K PAK may declare the Contract terminated due to breach by the Customer and recover all its fees and all expenses incurred including any incurred as a result of such termination effective from that date accordingly.

9.6 K PAK shall be entitled at its sole discretion to charge interest from the date of the invoice at the rate of interest prescribed by the Judgments Act 1838 as varied from time to time upon any sums which remain unpaid 7 days after an invoice has been rendered.

10 LIEN AND POWER OF SALE

10.1 K PAK is authorised to pay all charges claimed by any contractor, carrier or freight forwarder and any other charges, duties or levies raised of whatsoever nature upon the Goods. It shall have a general lien upon all Goods in its possession for all monies due to it from the Customer and/or liabilities incurred by it and/or for monies paid on behalf of the Customer. If part of the Goods shall have been delivered, dispatched or sold the general lien shall apply in respect of such Goods as remain in K PAK's possession. K PAK shall be entitled to raise a warehousing charge and all other expenses during the period in which a lien on the Goods is being asserted and all these Terms and Conditions shall continue to apply thereto.

10.2 K PAK may at any time upon giving 28 days notice in writing to the Customer require the Customer to remove the Goods from its care custody or control and to pay all monies then due to it. If such notice refers to this clause, in the event of default K PAK shall have the right to sell or otherwise dispose of the whole or part of the Goods without further notice and may apply the proceeds of sale towards payment of all sums including any expenses incurred in the said sale or disposal and any surplus will be paid to the Customer without interest.

10.3 The Customer and/or Owner constitute K PAK their agent with authority to sell the Goods in such circumstances and confer good title upon any bona fide buyer for value hereby. K PAK's duties are limited to reasonable endeavours to obtain a reasonable price for the Goods. Any proceeds pf sale above amounts due to K PAK shall be held for the Customer by K PAK but become the property of K PAK if not claimed by the Customer or Owner within 6 years from the date of sale.

10.4 K PAK shall use reasonable endeavours to ensure that notice under clause 10.2 actually comes to the attention of the Customer. For this purpose the Customer/Owner waives confidentiality and, if K PAK in its discretion deems it necessary, permits the giving of general notice to the world. However, provided that such endeavours are made, delivery of such notice under clause 10.2 to the last address (including email or other electronic address) which K PAK has for the Customer constitutes the giving of good notice under this clause even if K PAK is aware that the Customer is no longer actually at that address.

11 MEDIATION

11.1 If any dispute arises in connection with this Contract, a director [or other senior representative], with authority to settle the dispute, of K PAK and the Customer will, within 14 days of a written request from one party to the other, meet physically or by video in a good faith effort to resolve the dispute.

11.2 If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution ('CEDR') of London. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR Notice') to the other party/ies to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

11.3 If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate in conjunction with the mediator, CEDR will be requested to decide that point for the parties, having consulted them.

11.4 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice.

11.5 No party may commence any arbitration (or court proceedings) in relation to any dispute arising out of this Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to begin arbitration (or issue proceedings) is not prejudiced by a delay.

12 ARBITRATION

12.1 If any dispute, difference or question shall arise in respect of any claim or counterclaim put forward by Customer or Owner in connection with or arising out of this Contract which is not resolved under clause 11 of these Terms the claim shall be referred to arbitration under the terms of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules (2013), varied to the effect that the parties agree hereby to submit to the exclusive and binding arbitration of a single arbitrator to be agreed by the parties or failing agreement to that of an arbitrator being a barrister of not less than 10 years call appointed at the request of either party by the President of the Law Society of England and Wales, who shall be the 'appointing body' for the purposes of the Rules, and such arbitration shall be held in English in London.

12.2 Notwithstanding 11.1 K PAK shall be entitled to bring legal proceedings in any jurisdiction for recovery of monies due and/or for any other remedies available to it as a result of non-payment of any invoice in a timely fashion.

13. LAW/ENTIRE AGREEMENT

13.1 This Contract, its negotiation, formation, implementation and all other matters arising out of or connected with it shall be governed by and construed in accordance with English Law and subject to exclusive English jurisdiction.

13.2 This Contract and any documents referred to in it constitute the totality of the parties' bargain. The parties have not relied on any representations, statements or claims in entering into this Contract and the parties' remedies are restricted accordingly.

13.3 Nothing in the Contract excludes or limits K PAK's liability for fraud.

13.4 Subject to clause 13.5, if any words, clause or part of this Contract are held by an arbitrator or court of competent jurisdiction to be illegal or otherwise unenforceable, such words, clause or part shall be deemed stricken from this Contract and/or over-ridden to the minimum extent necessary to restore legality and/or enforceability without affecting the character of the obligation, without affecting any other part of this Contract.

13.5 If the quantum of any limit of liability provided in this Contract is held by an arbitrator or court of competent jurisdiction to be too low and hence to be illegal or unenforceable, the lowest legal and/or enforceable limit shall be deemed substituted for them and enforced accordingly.

14. INSURANCE

14.1 Unless otherwise expressly agreed in writing K PAK shall not be under any obligation to effect a separate insurance on each consignment of Goods but may declare it on any open or general policy held by it.

14.2 Upon the express instructions of the Customer given in writing K PAK will as agent of the Customer effect insurance in respect of the Goods.

14.3 Any insurances effected will be subject to the usual exceptions and conditions of the policies of the insurer. It is the responsibility of the Customer to acquaint himself with such exceptions and conditions. The Customer is deemed to accept the same.

14.4 If the Customer declines insurance through the agency of K PAK but instead effects his own insurance he expressly agrees that he will direct the insurer to make K PAK a party to such insurance.

14.5 Any failure on the part of the Customer to effect his own insurance, or to make all necessary disclosures in respect of and to comply with all the terms of, so as to ensure the continuing effectiveness of, one arranged by K PAK as the case may be, so shall relieve K PAK of all liability for loss and/or damage of whatsoever nature and howsoever caused save for fraud or willful intent by K PAK.

14.6 K PAK reserves the right to charge an administration fee when arranging insurance cover.