

Iceotemp Ltd - Terms of Business

1. Definitions

The Company means Iceotemp Ltd.

Customer means the person (corporate or otherwise) who contracts with the Company for the carriage of goods.

Goods means any item collected or received by the Company for onward delivery as instructed by the Customer.

2.1 Transport Requests - Pallets

The Company requires all delivery requests to be confirmed via email to customerservice@iceotemp.co.uk no later than 14.00 on the day prior (Monday - Friday) to collection/receipt of the goods by the Company. Additions and late orders will be accepted by the Company up to 18.00 at the discretion of the Company.

Pallet transport requests must contain the following information: your company name, collection date, your order number (number that will be quoted on your invoice), number of units on pallets, approximate weight, temperature (Ambient / chilled or frozen) , collection point (name and town including full postcode), delivery point (name and town including full postcode), delivery date, supplier name and order number (to be quoted when booking in consignments).

Verbal transport requests for any delivery/collection service will not be accepted.

2.2 Transport Requests - Samples

The Company requires all sample delivery requests to be confirmed via email to customerservice@iceotemp.co.uk no later than 14.00 on the day prior (Monday - Friday) to collection/receipt of the goods by the Company. Additions and late orders will be accepted by the Company up to 18.00 at the discretion of the Company.

Pallet transport requests must contain the following information: your company name, collection date, your order number (number that will be quoted on your invoice), number of units, approximate weight, temperature (Ambient / chilled or frozen) , collection point (name and town including full postcode), delivery point (name and town including full postcode), delivery date, supplier name and order number (to be quoted when booking in consignments).

Verbal transport requests for any delivery/collection service will not be accepted.

2.3 Transport Request - Direct Deliveries

Direct delivery requests to be confirmed via email to customerservice@iceotemp.co.uk.

Direct delivery requests must contain the following information: your Company name, collection date, your order number (number that will be quoted on your invoice), number of boxes/cases/trays, approximate weight, temperature, collection point (name and town including full postcode), delivery point (recipient name & position, company name, recipient telephone number, full delivery address including full postcode), delivery date, supplier name and order number.

Verbal transport requests for any delivery/collection service will not be accepted.

3.1 Loading and Unloading - Pallets

The Customer shall present the goods in a safe and secure condition. All goods should be palletised on standard UK (1200mm x 1000mm) or euro pallets (1200mm x 800mm). Product should not overhang the perimeter of the pallet and the pallet must not exceed 1.4 metres in height. The total weight of the pallet should not exceed 500 kilos unless agreed in writing with Iceotemp and pallets must be clearly labelled on two sides with the name of the delivery point and town. Pallets which are over 1.4 metres in height or are double stacked will be de-stacked and the customer will be charged for the total number of pallets delivered; not the number of pallets collected/received.

3.2 Loading and Unloading – Sample Deliveries

The Customer shall present the goods in a safe and secure condition. All goods should be boxed and sealed. All boxes should clearly state quantity of the consignment (i.e. 1 of 3, 2 of 3 etc). The weight of each box/case/tray should not exceed 10 kilos and the total weight of each consignment should not exceed 100 kilos. All boxes/cases/trays should be clearly labelled with the recipient name, contact telephone number and position, Company name, and town including full postcode. All consignments should also clearly labelled with temperature ambient, chilled or frozen.

Collections will be made during the hours of 07.30 & 17.30 on the booked collection day (no collection times can be guaranteed). Deliveries will be made on the booked delivery day within the times specified by the Customer on the sample booking request.

4.1. Temperature - Receipt and transport of goods

The Company will monitor and record the temperature of goods from the collection point to the depot where a item / box or crate will be probed at goods in. The company will inform the customer via email of any instances where the temperature is above 8 degrees for chill and -15 degrees for frozen goods. The company will reseal goods and indicate on the packaging that it has been opened for temperature checking. The temperature of customers product will be monitored and recorded until loading onto our delivery vehicle. The company will record the temperature of goods between the depot and delivery point and provide an air temperature record at the delivery point if requested.

4.2. Temperature – Delivery Point

The Company cannot except responsibility for goods that are rejected due to high temperature after the delivery has been accepted and vehicle has left the delivery point.

5.1 Paperwork

The Company will, if requested, sign a document acknowledging receipt of the quantity and description of goods for onward delivery as ascertainable by visual inspection only. The Company shall obtain a signed receipt for delivery of the goods using the paperwork supplied by the Customer. In the absence of any paperwork being supplied or incorrect information confirmed by the Customer, the Company shall not be held liable for any rejections.

5.2 Collection / Delivery details

The company shall not be liable for any costs incurred by the customer as a result of incorrect details supplied by the customer regarding the booking, product or address details.

6. Booking In - Pallet deliveries

The Company will always endeavour to make a booking when required and aim to meet booking times +/- 30 minutes, however, due to the nature of road transport and the number of unforeseen circumstances which can have an impact on delivery times our liability for consequential loss in the event of a delay will be limited to the carriage charges which will be refunded in full in the event of a claim.

7. Access Restrictions

Any delivery point which has access or parking restrictions in force for LGV vehicles may be subject to additional charges.

8. Delays

The Company will allow 20 minutes for loading/unloading at each collection/delivery point. Delays in excess of 20 minutes at the delivery/collection point will be advised to the Customer in order to allow you to contact the delivery point and establish the nature of the delay. After a further 10 minutes the vehicle will continue with all other scheduled deliveries and your goods will be redelivered at a later date or returned to you subject to your further instructions. Charges will normally apply for both deliveries.

Should the goods not be available at the nominated collection point the Company reserves the right to charge for the consignment booked. Waiting time may be charged at the discretion of the Company at the rate of £25.00 per hour after the first hour (in chargeable blocks of 15 minutes or part thereof).

9. Returns

Returns will carry a minimum charge of £25.00 for loose cases (maximum 10); returns of one or more pallets will be charged at the normal rate.

10. Damages

The company will not accept any liability for damages unless recorded on the delivery note at the point of delivery. The company will not accept liability for damages that result from poor packaging. The company reserves the right to collect and inspect any claims for damages.

11. Pallet Return Policy

The Company will not exchange pallets on a one for one basis. All pallets are treated as non returnable packaging which can be collected subject to the normal Transport Request booking procedures set out above.

12. Tolls / Permits

Any additional tolls / parking charges or entry fees that Iceotemp incur when fulfilling delivery / collection requests may be added to the customers invoice, details of such charges will be confirmed with the customer on the day they are incurred.

13. Invoicing and Payment

The Company will invoice the Customer on a weekly basis for all deliveries made between Monday and Sunday of the previous week. All invoices are due for payment no later than 30 days from the invoice date.

Any unauthorised deductions made against invoices for transport charges such as outstanding claims may result in service being suspended and may also result in the Company exercising its right of lien over any other consignment to recover an amount equal to the unauthorised deduction plus interest at the rate of three percent above the base rate of the Bank of England prevailing at the date of the original invoice.

Should any invoice become overdue and not be discharged in full, the Company reserves the right to withdraw account facilities with immediate effect. This will result in any previously submitted invoices becoming due and payable at the time the account facilities are withdrawn.

14. Conditions of Carriage

The standard conditions of carriage of Iceotemp Ltd are those of the RHA (Road Haulage Association). Generally these terms apply where we contract as a distribution company, and supply a range of services that may involve sub-contracting to third parties for part of the work. Full details are available on request.

15. Governing Law

These conditions shall be subject to and construed and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

I confirm that I have read and accept the terms of business of Iceotemp Ltd

Company Name:

Signed:

Print Name:

Date: