



DDS Distribution Ltd
30-36 Greasborough Road
Parkgate
Rotherham
S62 6HN

Tel: 01709 719909

Fax: 01709 719707

steve@ddsdistribution.co.uk

DDS Distribution Ltd Conditions of Carriage

Applicable from 19 July 2002

All business undertaken by DDS Distribution Ltd (herein referred to thereafter as D.D.S.) is subject to these conditions which may be varied only in writing. In these conditions the word 'consignment' means goods (including any packages and equipment associated therewith) in bulk or contained in one or more parcels, packaging or container sent at one time in one load by or for the customer from one address to one address.

1. Sub-contractors and Employees

D.D.S. may, except insofar as the customer otherwise instructs in writing, sub-contract all or any part of the business.

D.D.S. contracts for itself and as agent of and trustee for its employees and every reference hereinafter to D.D.S. shall be deemed to include every such employee and sub-contractor with the instruction that they shall have the benefit of these conditions.

2. Customer's Obligations

- a) Warrants that it is either the owner of the consignment which is subject of the contract or is authorized by such owner to accept these conditions on the owner's behalf:
- b) Agrees not to deduct claims from the D.D.S. account nor at any time make a claim the reason for deferring or withholding payment of money to D.D.S.
- c) Shall be liable for the cost (calculated at half-hourly rates) of D.D.S. vehicles and drivers being unreasonably detained at consignees premises.
- d) Agrees to indemnify and hold harmless D.D.S. against all claims, costs and expenses incurred in consequence of nondisclosure by the customer to D.D.S. of the dangerous, hazardous or fragile nature of relevant conditions of the consignment at the time of receipt by D.D.S.
- e) Agree to indemnify and hold harmless D.D.S. against all claims, costs and expenses by whomsoever made in excess of the liability of D.D.S. under these conditions.

3. D.D.S. Responsibility for the Consignment

- a) D.D.S. shall be liable up to an amount of £15,000 (£1.30 per kilo for overnight consignments) for all vehicles (or the value of the consignment if less) for loss of or damage to the consignment but shall not be liable if such loss or damage has arisen from:
 - (i) Any consequence of war, terrorism and kindred risk.
 - (ii) Error, act, omission or misrepresentation of either the customer or the owner of the consignment or their respective employees or agents.
 - (iii) Insufficient or improper packaging, labeling or addressing.
 - (iv) Absence of consignee or consignor failing to accept delivery of the consignment
 - (v) Marine risks (which shall be deemed to last from the time the loading of the consignment onto the vessel commences until loading of the consignment from the vessel is complete).
- b) D.D.S. shall not be liable for loss of or damage to glass related products or products of a brittle nature unless D.D.S. has specifically agreed with the customer in writing to accept such loss or damage.



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c) D.D.S. shall not be liable for the customer's loss of profit element contained as part of the value of the consignment unless the consignment cannot be replaced.

d) D.D.S. shall not be liable for any direct or indirect consequential loss or damage whether or not resulting from the act, neglect or default of the company.

4. Time Limit for Claims

D.D.S. shall not be liable for loss of or damage to the consignment unless the claim is made in writing and received by D.D.S. within 28 days after the commencement of the transit.

5. D.D.S. Lien

D.D.S. shall have a general lien on any consignment or any part thereof for its charges which either relates to that consignment or to any other consignment for any monies due to D.D.S. however arising.

6. Signatures with Clauses

The endorsement of the words 'not checked' or 'unexamined' (or different words to the same effect) on a delivery note shall not render D.D.S. liable for any shortage or damage subsequently discovered. D.D.S will make every effort to return customer paperwork but D.D.S paperwork will only be retained as proof of delivery.

7. Consignment Weights

The customer is responsible for advising D.D.S. of consignment weights and values **before collection.**

8. Payment Terms

Standard terms of payment are 30 days from the end of the following month although smaller users may not be offered this facility. Under new government guidelines we may charge interest on excessively overdue accounts.

9. Goods Returned

When goods cannot be delivered by default of sender or consignee, additional charges will be made for return or redelivery.

10. Government Law

The contract shall be governed by English Law

Payment methods

We accept visa, cash, cheques and BACS payments.

Our bank details are as follows:

National Westminster Bank
Bawtry Road
Wickersley
Rotherham
S66 0TY

Account Name: DDS Distribution Ltd
Sort code: 55-81-56
Account no: 11552476



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Acceptance of Conditions of Carriage

I have read and understood the previous pages related to DDS Distribution Ltd conditions of carriage which I agree to adhere to.

COMPANY:

SIGNATURE:

NAME:

POSITION IN COMPANY:

Office use only

DATE RECEIVED: