

# TERMS & CONDITIONS

between Nagel Langdons Ltd 'Nagel' and the Customer

## General

1. All quoted rates are in GBP and exclude VAT and fuel surcharges applicable at the time of consignment collection. Delivery to offshore UK islands will be subject to additional charges.
2. The carriage of goods within the United Kingdom of Great Britain and Northern Ireland, and the Republic of Ireland, is subject to the RHA Conditions of Carriage (2020), under which Nagel's Goods-in-Transit liability is limited to £3,000 per tonne. All international carriage is undertaken subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR). All Customs Clearance Services are transacted under the current BIFA Standard Trading Conditions. Storage is undertaken under CCF Conditions 2019, under which Nagel's liability is limited to £250 per tonne. Copies of the RHA, BIFA or CCF Conditions are available upon request or from our website. It is recommended that customers take out their own insurance if extra cover is required.
3. Terms of payment are net monthly. Should the account fall overdue, Nagel reserves the right to use all legal options available to it, including the Late Payment of Commercial Debts (Interest) Act 1998, to claim compensation, interest and reasonable costs in recovering all outstanding balances and to withdraw credit facilities.
4. Standard temperature settings in transit are +2°C and -22°C. Customers should also note the normal temperature regimes of our vehicles and storage facilities can fluctuate between 0°C to +5°C for chilled goods and -18°C or colder for frozen goods.
5. Nagel's service is offered on the basis of a shared-user food distribution network. To maintain food safety, certain food and all non-food items are only permitted by prior agreement, special arrangement, or not at all – reference should be made to the Prohibited Products List. Nagel reserves the right to refuse to transport or store goods that allow the possibility of taint or contamination of other consignments. Please note that Nagel does not undertake to segregate different categories of consignment, other than for temperature.
6. All goods should be palletised using good quality, unbroken 4-way entry UK or Euro pallets, or specifically designed containers.
7. Goods must not exceed 1.8m in height or be over 1000kgs in gross weight. No part of a consignment may exceed the maximum footprint of a standard pallet, 1200mm x 1000mm. All goods must be fully covered or packed – Nagel do not carry open foods. Goods must be stacked and secured in a way that will maintain stability during transit and/or storage, even if otherwise unsecured. A security seal over the top of pallets is advisable. Liquids must be fully contained using a method that eliminates leakage. Cardboard dolays must not be over-filled and should be banded to avoid settling in transit. Plastic pallets are not advised for storage. Consignments of Allergenic materials should be clearly labelled as such.
8. Nagel reserves the right to make additional charges for any extra packing or re-stacking deemed necessary to make consignments safe for transportation or storage. Any extra pallets used will result in a charge for the additional transport or storage space required.
9. All pallet types will be treated as 'one way' and will not be exchanged.
10. The disposal of unwanted goods is not part of the service Nagel offers. Any goods deemed by Nagel as unfit for transport/storage, or rejected from the delivery point through no fault of Nagel's will be returned to Customers and charged for. Requests for the disposal of goods in these circumstances will also be subject to a charge.
11. Claims must be notified in writing to Nagel within seven days of any incident. Such claims may not be deducted from invoices issued by Nagel. Claims will not normally be accepted for consignments received 'unchecked.'
12. Unless otherwise covered by commercial contractual arrangement, use of Nagel's service will imply acceptance of these Terms & Conditions as binding for all consignments covered by each request for transport or storage and all such contracts shall be governed by and construed in accordance with English law. No further contract, specification or agreement will be entered into or signed.

## Transport

13. Bookings for transport requests should be placed using Nagel's online portal or via EDI, including details of the goods at SKU level where available. Where this is not possible, requests using Nagel's standard form may be sent via e-mail or fax.
14. Transport Requests for consignments using the distribution network should be received by Nagel no later than 16.00hrs on the day before the requested collection, based on a 5 day working week. Any amendments must be requested by 10.00hrs on the day of collection. Other

collection/delivery patterns and individual full load/dedicated vehicle services are provided by Nagel's National transport service and should be agreed with Nagel in advance and confirmed, in writing, as required.

15. Nagel reserves the right to raise charges in respect of pallet spaces/vehicles booked and not utilised.
16. Not all areas are serviced every day – Customers should check the service frequency for any UK postcode or Irish County by referring to Nagel's Standard Delivery Service Schedule, available from Nagel's website.
17. Any collection or delivery location that has restricted access for articulated vehicles should be highlighted to Nagel on Customer's Transport Request. Nagel reserves the right to make additional charges where there is severely restricted access or where special measures are required for a collection/delivery at premises that do not have appropriate handling equipment or are situated some distance from the nearest point of vehicular access.
18. Transport Requests should include order numbers or account details necessary for goods to be released to Nagel or delivered successfully by Nagel. Collection or delivery bookings, if required, will be made during load planning. Nagel reserves the right to discuss booking arrangements directly with collection or delivery locations as and when necessary.
19. Timed collections or deliveries for consignments can be difficult to achieve due to the variable nature of multi-drop operations. Delays can have significant 'knock-on' effects. Nagel do not accept claims for late delivery or any other type of consequential loss.
20. Nagel drivers will sign to acknowledge receipt of a consignment when making a collection but this signature will not be evidence of the condition or correctness of the declared nature, quantity or weight of the consignment. Consignments will be checked for compliance with Nagel's Terms and Conditions upon arrival at the first Depot in the network, but case quantities will not be checked. Routine temperature checks made by us are to confirm general compliance and not to determine actual product temperature.
21. All consignments must be clearly marked or labelled with the receiving party's name and full address, and/or Nagel's job number or other order reference which must also be quoted on the Transport Request. This includes consignments collected from third party locations. Blank pallet identification labels are available on request, and Nagel's Advanced Services facility will generate appropriate labels for Customers. Any consignment that cannot be positively identified will be kept on hold until such time as the correct destination can be confirmed. Nagel will not be held liable for any additional costs incurred through the resulting delay to the delivery.
22. Fit and proper documentation must be available to Nagel for use as delivery paperwork, preferably provided electronically, or physically if necessary (minimum 2 copies needed). This must clearly state the recipient's name and address together with applicable order or account references, product descriptions and temperature. If documents are missing, delivery will be made using basic paperwork generated by Nagel. This will only show details of the goods at SKU level when this is provided at the time of order entry. POD records may be accessed via Nagel's online portal, or originals returned to Customers with Nagel's invoice. Please advise if the return of 'clear' PODs is not required.
23. A delay in excess of ½ hour at the collection or delivery location may result in the vehicle continuing with its journey so as not to delay other consignments. Re-presenting the consignment at the next available opportunity may result in an additional charge being made.

## Storage

24. All goods being received by Nagel must be accompanied by appropriate documentation containing details of the goods, order number and/or account details and booking reference.
25. Nagel are able to check for the quantity of goods received, together with details such as shelf-life and batch code, where such information is available and required. The indicative temperature of the goods will be checked using non-destructive means. Nagel do not undertake to perform checks on the nature, quality or substance of the product itself, unless clearly affected by some form of damage to the consignment.
26. If consignments are to be delivered to Nagel, or collected from Nagel, by a third party, the relevant Depot must be contacted in order to make the delivery/collection booking. Local site rules must be obeyed at all times.
27. Nagel's preference is for despatch orders to be received on day 1 in order for picking to take place during day 2. Collections by third parties can be made during day 2, by arrangement. Otherwise, the Standard Delivery Service Schedule will apply. Please enquire if your requirements differ.