



## **HANNON Transport Group Standard Terms & Conditions of Carriage**

These Terms & Conditions (the “*Standard Terms*”) govern the carriage of goods by companies within the HANNON Transport Group. By submitting a written order, the Customer accepts these *Standard Terms*. HANNON reserves the right to amend these *Standard Terms* from time to time, provided that any amendment is reasonable.

### **1. Definitions**

- 1.1. “HANNON” means HANNON Transport Ltd (Northern Ireland), HANNON Logistics Ltd (Republic of Ireland), HANNON Logistics BV (Netherlands) or HANNON Logistics SAS (France), as identified in the relevant quotation, order confirmation, or contract.
- 1.2. The contracting entity will be the HANNON company issuing the quotation or order confirmation, unless otherwise agreed in writing.
- 1.3. “Customer” means the party placing an order for carriage services with HANNON.

### **2. Conditions of Carriage**

- 2.1. For carriage of goods within or between the UK and Ireland, the RHA Conditions of Carriage 2020 (“RHA Conditions”) shall apply.
- 2.2. For carriage of goods to and from mainland Europe, the Convention on the Contract for the International Carriage of Goods by Road (CMR) (“CMR Conditions”) shall apply.

### **3. Quotations and Validity**

- 3.1. Any quotation issued by HANNON does not constitute an offer. It is an invitation to the Customer to submit an order, which HANNON may accept or reject.
- 3.2. Quotations shall be valid for 30 working days from the date of issue unless stated otherwise.
- 3.3. All times will be subject to agreement of operational availability, on the day of collection.
- 3.4. All agreed rates shall remain valid until 31 December of the calendar year in which they are agreed.

### **4. Price and Adjustments**

- 4.1. Prices are quoted exclusive of VAT.
- 4.2. HANNON reserves the right to adjust the quoted price if there are changes to tonnage, equipment, or other factors altering the original quotation.
- 4.3. A fuel adjustment surcharge will be applied to all consignments unless otherwise agreed in writing.

### **5. Acceptance of Orders**

- 5.1. Transport services will only commence once HANNON has received a written order confirming acceptance of the quotation.

### **6. Additional Costs**

- 6.1. Additional costs may apply for irregular or specialised delivery requirements, including but not limited to:
  - a) City centre or restricted access deliveries; or
  - b) Tail-lift deliveries; or

c) Additional collection / delivery points.

6.2. These costs will be chargeable to the Customer.

## **7. Condition of Pallets and Packaging**

7.1. HANNON shall not be liable for pallets that:

- a) Are already damaged at the point of collection; or
- b) Become damaged during carriage due to unsuitability for the product weight (i.e. >1,000 kg for a Standard Pallet or >720 kg for a Euro Pallet).

## **8. Load Capacity**

8.1. Unless otherwise specified, articulated vehicles have a maximum capped load capacity of 24 tonnes gross weight.

## **9. Transit**

9.1. Unless agreed to the contrary, Transit commences when HANNON takes possession of the goods at the Collection Point and ends when the goods are delivered to the Delivery Point.

## **10. Temperature-Controlled Goods**

10.1. The Customer must specify the required transit temperature at the time of booking.

10.2. The Customer must ensure that temperature-controlled goods are pre-cooled to the correct temperature prior to collection, including but not limited to:

- a) Frozen goods at  $-20^{\circ}\text{C}$  or lower; or
- b) Chilled goods between  $0^{\circ}\text{C}$  and  $+4^{\circ}\text{C}$ .

## **11. Demurrage and Waiting Time**

- 11.1. Prices include an allowance of 60 minutes for loading and 60 minutes for unloading per articulated vehicle.
- 11.2. Waiting time in excess of this allowance will be charged at £40.00 per hour (or part thereof).
- 11.3. HANNON reserves the right to recover any reasonable costs incurred in the event of a diverted load or abortive journey.

## **12. Cancellation**

- 12.1. Cancellation charges will apply if, due to errors, omissions, or irregularities on the part of the Customer, HANNON is unable to collect or deliver goods as scheduled.
- 12.2. Where a booking is cancelled within 24 hours of the agreed collection time, or the goods are not ready for collection at the agreed time, HANNON may charge 70% of the freight rate.
- 12.3. Any such charge will be subject to HANNON's ability to mitigate the loss through replacement work.

## **13. Payment Terms**

- 13.1. Payment terms are 30 days from date of invoice unless otherwise agreed in writing by both parties prior to us taking possession of the goods at the Collection Point.
- 13.2. Payment in advance will be required for new customers until such time as HANNON can establish trading history and receive approval from credit insurer.

## **14. Customs Clearance**

- 14.1. Where applicable a Customs Letter of Authority must be received by HANNON in advance of any customs services provision

## **15. Variation**

- 15.1. HANNON reserves the right to choose either to terminate or re-negotiate the terms of any Quotation with you if we consider that legislative changes, compulsorily applied, including revisions to working time guidelines, render the terms under the Quotation incompatible with such changes, commercially unacceptable, or illegal.

## **16. Right to Termination**

- 16.1. HANNON reserve the right to terminate the contract at any time upon notice to do so.

## **17. Force Majeure**

- 17.1. HANNON shall not be liable for any failure or delay in performing its obligations under these *Terms* where such failure or delay results from events beyond its reasonable control, including (but not limited to) acts of God, extreme weather, strikes, lockouts, industrial disputes, war, terrorism, governmental action, epidemic, pandemic, power or equipment failure, or interruption of transport networks.
- 17.2. HANNON will notify the Customer as soon as reasonably practicable of any such event and take reasonable steps to mitigate its effects.

## **18. Governing Law and Jurisdiction**

- 18.1. These *Standard Terms*, and any contract for the carriage of goods concluded under them, shall be governed by and construed in accordance with the laws of Northern Ireland.
- 18.2. The courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these *Terms* or their subject matter.