

SEABRIDGE CORK LIMITED

Standard Trading Conditions

In this Agreement “Seabridge” means “Seabridge Cork Limited” (whose registered office is at 27-29 Lwr Pembroke Street, Dublin 2 and “the Customer” means that individual, business or company who contracts with Seabridge to receive storage, handling and related warehousing services (“the Services”) from Seabridge in accordance with these terms and conditions. These terms and conditions may only be varied in writing and on the authority of a director of Seabridge Cork Limited.

1. AUTHORITY OF THE CUSTOMER

By receiving the Services from Seabridge the Customer represents that either:-

- 1.1 any goods (which expression includes any packaging of goods and any pallets) (“the Goods”) in respect of which the Services are provided are owned by the Customer; or
- 1.2 where Goods are not owned by the Customer these terms are entered into by the Customer on behalf of the owner of the Goods and the Customer has the authority to bind the owner to these terms.

2. LIABILITY OF SEABRIDGE IN PROVIDING THE SERVICES

- 2.1 Subject to the provisions of Clause 2.3 and Clause 2.4 Seabridge is only responsible for any loss or deterioration of or damage to the Goods if the same has been directly caused by the gross negligence or willful act or default of Seabridge, provided that Seabridge’s liability shall in no case exceed a total of Eur150 per tonne weight of that part of the Goods in respect of which a claim arises or the value of the Goods whichever is the lesser. The value of the Goods shall be the replacement cost value of the Goods at the commencement of the Services together with any Customs and Excise duties or taxes payable in respect of these Goods.
- 2.2 Subject to the provisions of Clause 2.3 and Clause 2.4 The Customer recognizes that the price it pays for the Services takes into account Seabridge’s limitation of liability in Clause 2.1 above. The Customer may elect, by written notice to Seabridge, to request Seabridge to increase its liability for loss or deterioration of or damage to the Goods if the same has arisen due to the negligent or willful act or default of Seabridge under 2.1 above. Any notice given shall specify (i) the nature and value of the Goods per tonne including any duty and taxes paid or payable on the Goods; and (ii) the limit of liability required by the Customer per tonne if different from the value stated in (i) and; (iii) the maximum value of the Goods held or to be held at any one time on behalf of the Customer; and (iv) a date from which Seabridge’s revised liability limit is requested to apply such date being at least 10 clear working days from the date of the notice Seabridge’s acceptance of increased liability under this Clause 2.2 is conditional upon (i) Seabridge’s ability to place insurance in respect of such additional liability for the Goods; and (ii) receipt from the Customer of an additional sum specified by Seabridge, acting reasonably, to cover the cost of Seabridge insuring its additional liability.
- 2.3 Notwithstanding the provisions of Clause 2.1 and 2.2 Seabridge shall not be liable for any claim unless it has

been notified in writing by the Customer either within 10 working days of the existence of the claim coming to the Customer’s knowledge or the Goods leaving Seabridge’s warehouse, whichever is the earlier, provided that Seabridge shall not have the benefit of this time limit if the Customer can prove that it was not reasonably possible for the Customer to advise Seabridge within the time limit and Seabridge was advised within a reasonable time. In any event Seabridge shall be discharged from all liability unless suit is brought within one year of the date when the Goods left Seabridge’s warehouse.

- 2.4 Where the Customer notifies Seabridge of any potential claim Seabridge shall be entitled to inspect the relevant Goods immediately if they are on Seabridge’s premises or on 24 hours notice if the Goods have been removed from the premises.
- 2.5 Notwithstanding the provisions of Clause 2.1 and 2.2 above Seabridge shall not be liable to the Customer in contract, tort (including negligence), misrepresentation or otherwise for any economic loss of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings), any damage to the Customer’s reputation or goodwill, or any other special, indirect or consequential loss (whatsoever and howsoever caused) which arises out of or in connection with the provision of the services by Seabridge.
- 2.6 The Customer shall indemnify Seabridge against any costs, damages, claims, liabilities and expenses resulting from any claim by any third party arising from or in connection with the services which is in excess of Seabridge’s liability to the Customer under these terms and conditions.

3. CUSTOMER’S OBLIGATION

- 3.1 The Customer acknowledges and agrees that it is responsible for ensuring that on delivery of Goods to Seabridge:-
 - (i) The Goods presented are securely and properly packed in compliance with the law, in a manner suitable and adequate to protect the contents during storage and handling and in such a condition as not to cause damage or injury to any person or property;
 - (ii) the Goods are presented on standard (1000mm x 1200mm) 4 way pallets (“Standard Pallets”), such pallets to be in good condition and state of repair;
 - (iii) the Goods are adequately secured on the pallet and not overhanging the pallet edge; and
 - (iv) the Goods are marked in such a way that enables them to be easily distinguished from other goods and which shows product codes, qualities and type of Goods; and
 - (v) the Goods are in a condition and at a temperature which complies with the law and are at a temperature -18°C or colder if intended for cold storage or +2°C or colder if intended for chilled storage; and



- (vi) the Goods are accompanied by written information specifying any special precautions necessitated by the nature or condition of the Goods and/or any statutory duties specific to the Goods with which Seabridge is required to comply.
- 3.2 The Customer undertakes:
- (i) to pay all duties and taxes in relation to the Goods and to reimburse Seabridge for any such duties and taxes paid by Seabridge together with a reasonable sum in respect of Seabridge's expenses in respect of such taxes and duties; and
 - (ii) where Goods are loaded onto trailers and/or vehicles by the Customer or its contractors then the Customer warrants that such trailers or vehicles will be loaded safely; and
 - (iii) its employees, agents and contractors comply with Seabridge's site rules and regulations whilst at Seabridge's premises and in particular comply with "no smoking" rules.
- 3.3 If the Customer breaches any of its obligations under this Clause 3, it shall be liable for and indemnify Seabridge against any claims, costs and expenses incurred by Seabridge.
- 4. CHARGES**
- 4.1 In consideration of the provision of Services the Customer shall pay the charges calculated in accordance with the terms contained in the attachment hereto or as stated in any other document provided by Seabridge to the Customer without any deduction or set off whatsoever.
- 4.2 In respect of storage charges part weeks are charged at full weekly rates and invoices are payable weekly or monthly in arrears, as notified by Seabridge. Charges are incurred on a Sunday to Saturday calendar weekly basis and are payable for both the day of receipt and the day of removal of the Goods.
- 4.3 Seabridge's charges cover handling of Goods only between 8.00am and 4.30pm Monday to Friday inclusive. Additional charges are payable for any work carried out outside these hours.
- 4.4 Seabridge's charges may be subject to adjustment at any time for increases in the cost of fuel, for extraordinary items (including but not limited to legislative changes) and/or significant increases or decreases in volume and/or significant changes in profile or storage characteristics.
- 4.5 Seabridge shall be entitled to vary its charges at any time by giving a minimum of 28 days' written notice to the Customer.
- 4.6 All charges are exclusive of value added tax which shall be paid by the Customer at the rate and in the manner prescribed by law.
- 4.7 Unless otherwise agreed in writing with the Customer all charges are payable within 30 days of date of invoice. Seabridge reserves the right to charge interest at 4% above the prime lending rate of Allied Irish Banks plc from time to time, calculated on a daily basis, on all amounts not received by the due date for payment.
- 4.8 The Customer agrees that Seabridge will have a general lien on the Goods for payment of all monies due to Seabridge either in respect of the services or
- outstanding from the Customer on any other account due to Seabridge.
- 4.9 Seabridge shall be entitled to continue to charge the Customer for any charges accruing during the exercise of its lien.
- 4.10 Seabridge reserves the right to move any Goods which it holds under lien to alternative storage provided it shall use reasonable endeavours to keep Goods safe.
- 4.11 Where Seabridge elects to exercise its right of lien in accordance with Clause 4.8, it shall have the right to dispose of the Goods to satisfy the debt, provided that Seabridge first gives the Customer 7 days' written notice in respect of non-perishable Goods and 24 hours written notice in the case of perishable Goods. Seabridge shall be entitled to use any monies realized to satisfy the debt and to pay any reasonable costs of sale or disposal.
- 5. SEABRIDGE'S RIGHTS**
- 5.1 Seabridge reserves the right to search the vehicles and drivers delivering and uplifting Goods to and from sites operated by Seabridge and to take any steps that are necessary in the interests of security (including refusing to accept Goods).
- 5.2 Seabridge reserves the right to refuse to accept Goods that are not presented in accordance with the Customer's obligations set out above or, in Seabridge's absolute discretion, to accept such Goods for an additional charge.
- 5.3 Where Goods are presented on Standard Pallets Seabridge may issue an equal number of similar pallets in a similar condition in exchange. Goods will only be redelivered on pallets if Seabridge receive an equivalent number of pallets, in similar condition, at the delivery point. Seabridge shall be entitled to load un-palletised Goods onto the collecting vehicle where no pallets are received by Seabridge in exchange for the pallets used by Seabridge. If at Seabridge's discretion, Goods are redelivered on pallets without presentation of pallets in exchange, a charge will be made to the Customer.
- 5.4 Seabridge may sub-contract all or any part of the services to a third party.
- 5.5 Seabridge may provide the services itself but from a location different to the one initially agreed by the Customer, provided that such location is not materially less convenient for the Customer.
- 6. INSURANCE**
- The Customer acknowledges that Seabridge does not insure the Goods. The Customer is advised to make arrangements to obtain insurance cover against all insurable risks of loss of or damage to the Goods to their full insurance value.
- 7. FRUSTRATION OF CONTRACT**
- Seabridge shall be relieved of or be entitled to vary its contractual obligations to the extent that the performance of any such obligation is prevented or interfered with directly or indirectly by or in consequence of any failure by the Customer, storm, flood, fire, explosion, breakdown or failure of plant equipment or computer systems, shortage of supplies, riot, industrial dispute, labour disturbance or any cause beyond the reasonable control of the Company.

8. TERMINATION

- 8.1 Either party may terminate this Agreement on service of 28 days' notice upon the other.
- 8.2 On termination of this Agreement, and subject to Seabridge's continuing right of lien in respect of unpaid monies, the Customer shall retrieve the Goods forthwith from Seabridge's premises. If the Customer fails to remove such Goods within 7 days of a written request by Seabridge then Seabridge shall have the right to sell or dispose of the Goods as it feels appropriate and retain any proceeds. Any costs of sale or disposal shall be a debt due from the Customer to Seabridge.

9. NOTICES

Any notice served shall be in writing and shall be deemed validly served if sent to the registered office of the other party or in the case of the Customer to the last known address of the Customer by:-

- (i) "Signed for", registered or recorded post and shall be deemed served 48 hours after posting; or
- (ii) By facsimile and shall be deemed served on the date of correct transmission.

No other method of service shall be valid.

10. ASSIGNMENT

- 10.1 The Customer may not assign this Agreement.
- 10.2 Seabridge may assign this Agreement to any other member of its group of companies or otherwise with the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed.

11. SEVERABILITY

If any provision of this Agreement is held to be void or unenforceable in whole or in part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.

12. SOLE CONDITIONS

- 12.1 These terms and conditions shall form the entire agreement between Seabridge and the Customer.
- 12.2 If the Customer's documentation contains terms or conditions additional to or at variance with these terms and conditions, every such additional or varying term or condition shall be of no effect.

13. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by Irish law and shall be subject to the exclusive jurisdiction of the Irish courts.

14. OTHER CONDITIONS OF BUSINESS

These terms and conditions relate only to the provision of storage, handling and related warehousing services by Seabridge. Any other services provided are subject to the Seabridge's other Standard Trading Conditions, copies of which are available on request.