16.2 (a) Freightliner shall not incur liability of any kind in respect of a Consignment where those facts upon which the liability is based are caused through the fault or negligence of the Trader or any other party thereto of the Consignment.
(b) Where under the Condition Freightliner is not under any liability in respect of some of the factors causing the loss or non-delivery or damage, it shall only be liable to the extent that those factors for which it is liable under this Condition have contributed to the said loss or non-delivery or damage.
(c) The liability under this Condition shall not exceed a maximum of £1,500 per tonne gross weight of the Consignment and shall be calculated to be made separately.
(d) The liability under this Condition shall not exceed a maximum of £1,500 per tonne gross weight of the Consignment and shall be calculated to be made separately.
(e) The liability under this Condition shall not exceed a maximum of £1,500 per tonne gross weight of the Consignment and shall be calculated to be made separately.
(f) The liability under this Condition shall not exceed a maximum of £1,500 per tonne gross weight of the Consignment and shall be calculated to be made separately.
(g) The liability under this Condition shall not exceed a maximum of £1,500 per tonne gross weight of the Consignment and shall be calculated to be made separately.

17. Liability to Third Party in the course of post have been delivered at the Sender's last known address.

22. The Sender will indemnify the Carriers against any claims made upon them by the HM Revenue & Customs in respect of any dutiable Consignments.

(b) Any waiver of a breach of or default under any of the terms of these Conditions shall not be deemed a waiver of any subsequent breach or default.

(i) provided that

(ii) provided that

(iii) provided that

(iv) provided that

(v) provided that

(vi) provided that

(vii) provided that

(viii) provided that

(ix) provided that

(x) provided that

(xi) provided that

(xi) provided that

(xii) provided that

(xiii) provided that

(xiv) provided that

(xv) provided that

(xvi) provided that

(xvii) provided that

(xviii) provided that

(xix) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that

(xx) provided that
Conditions of Consignment

8. (a) The Sender warrants the suitability of the following for transit or storage:
   (i) Container (except where provided by Freightliner);
   (ii) contents of the Container;
   (iii) manner of packing, stowing and securing within the Container.
(b) The Sender warrants that the Consignment is free from contamination by any cause
   except as stated below.
(c) The Consignor shall be entitled to inspect any and all Part of the Consignment and inspect
   any and all Part of the Consignment at any Assembly or other storage point, and may
   request Freightliner to take such Immediate steps as they think fit provided that where
   appropriate Freightliner will give prior notice regarding such inspection steps to the
   Trucking Carrier.
(d) Freightliner shall be entitled to inspect from the Consignor any of the Contingency plans
   or to enable safe and proper carriage or storage (including steps to remedy any
   contamination or contamination controls).
(e) The Consignor undertakes to provide Freightliner, prior to the commencement of transit, with
   all details, information and documents that Freightliner may require as to the nature and
   condition of the Consignment, including without limitation, all details, information and
   documents required by any Government agency or authority, ports, Cartels, shipping lines or
   other third parties.

9. (a) The Sender warrants that the terms and particulars of the Consignment or any other information
   (including without limitation the weight of the Consignment) furnished by the Consignor shall be
   full and accurate.
(b) The Sender warrants that it shall notify in detail to Freightliner any Consignment that is in any way
   unsuitable for a high degree of dignity or is stored in an atmosphere, such that it may be
   exposed to any of the risks or damages that it is liable to suffer in transit or storage.

Dangerous Consignments

9. (a) Where Freightliner accepts a Dangerous Consignment for transit or storage it does so subject to these Conditions and to the following special provisions:
(i) The Sender undertakes to provide Freightliner with a statement of the nature and type of any dangerous goods contained in a Consignment and the hazards presented by such goods;
(ii) The Nature of any Dangerous Consignment shall be declared by the Sender in the consignment note accompanying the Dangerous Consignment, and the nature and type of any dangerous goods shall be declared in the consignment note.

Loading and Unloading

10. (a) Notwithstanding the terms hereof, Freightliner may at any time at the Sender's sole risk and expense the whole or any part of the Dangerous Consignment to the Trader (who shall receive
   (b) Any consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection, military
   or usurped power or confiscation, requisition, or other owner of the Consignment or by servants or agents of either of them.

13. (a) Storage charges shall accrue on any Consignment detained or otherwise held under lien.

Storage

13. (a) In the case of such Consignment and any document relating to such Consignment for more, charges or expenses due to 1 in connection with the carriage or storage thereof.

15. (a) General lien upon such Consignment and any document relating to such Consignment for any monies, charges or expenses due to 1 in connection with the carriage or storage thereof.

Risk

14. The Consignor and each and every part thereof is accepted by Freightliner subject to

Lien

14. The Consignor and each and every part thereof is accepted by Freightliner subject to

11. (a) Except as otherwise provided in sub-clause (b) of this Condition 11, the Consignor agreement for carriage subject to these Conditions.
(b) If transit shall have ended under these Conditions, but Freightliner shall have made the Consignment available for carriage, Freightliner shall account for any surplus.
(c) freightliner shall not incur any liability whatsoever to whomsoever arising out of or in connection with the exercise of a lien or the sale of any Consignment released under any sub-clause of this Condition 11, other than
(d) freightliner shall not be liable for any consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, or other owner of the Consignment or by servants or agents of either of them.

12. The Consignor shall be responsible for the suitability of the means of access to express any grievances at the Consignor which are collected to the customer.

13. (a) Freightliner may at any time charge interest on any storage charges due under these Conditions.
(b) Freight liner lawmakers, at any time at the Sender's sole risk and expense, the whole or any part of the Dangerous Consignment to the Trader (who shall receive

15. (a) Liabilities for loss, damage or delay.

12. The Consignor shall be responsible for the suitability of the means of access to express any grievances at the Consignor which are collected to the customer.

13. (a) Freightliner may at any time charge interest on any storage charges due under these Conditions.
(b) Freight liner lawmakers, at any time at the Sender's sole risk and expense, the whole or any part of the Dangerous Consignment to the Trader (who shall receive

15. (a) Liabilities for loss, damage or delay.
Definitional

1. “Contract” means the contract of carriage between the Carrier and the Trader for the benefit of the Consignment.

2. “Consignment” means each separate portion of goods to be carried or stored by the Carrier.

3. “Trader” means any person who directly or indirectly through his agent or as an agent contracts for the services of Freightliner.

4. “Subcontractor” means any person whose services Freightliner engages or makes use of to perform any or all of the services which are the subject of the Contract.

5. “Carrier” includes the Sender, and unless the context otherwise requires, the Owner/Receiver/Consignee of the Container and/or the goods and the holder of the consignment note and their respective servants and agents.

6. “Owner/Receiver” means the person, company or body to whom or on whose behalf the Consignment is to be carried or stored or who is to receive the same and to whom a receipt is to be given.

7. “Bearer” means any person or body to whom any Consignment or Container or any part thereof has been handed over to be kept by such person or body as agent for the owner or receiver of the Consignment or Container or for such person or body as the owner or receiver or receiver of the Consignment or Container may by their authority direct.

8. “Carrier” means Freightliner or any other person or body by whom or on whose behalf the Consignment of goods is to be carried or stored.

9. “Freightliner” means and includes any other person or body by whom or on whose behalf the Consignment of goods is to be carried or stored.

10. “Third Party” means any person or body other than the Trader or any other person or body by whom or on whose behalf the Consignment or goods is to be carried or stored.

11. “Subcontractor” means any person or body by whom or on whose behalf the Consignment or goods is to be carried or stored.

12. “Consignee” means the person or body to whom the Consignment or any part thereof is to be delivered.

13. “Carrier” means Freightliner or any other person or body by whom or on whose behalf the Consignment of goods is to be carried or stored.

14. “Consignment” means each separate portion of goods to be carried or stored by the Carrier.

15. “Trader” means any person who directly or indirectly through his agent or as an agent contracts for the services of Freightliner.

16. “Subcontractor” means any person whose services Freightliner engages or makes use of to perform any or all of the services which are the subject of the Contract.

17. “Contract” means the contract of carriage between the Carrier and the Trader for the benefit of the Consignment.

18. “Consignment” means each separate portion of goods to be carried or stored by the Carrier.

19. “Trader” means any person who directly or indirectly through his agent or as an agent contracts for the services of Freightliner.

20. “Subcontractor” means any person whose services Freightliner engages or makes use of to perform any or all of the services which are the subject of the Contract.


22. “Consignment” means each separate portion of goods to be carried or stored by the Carrier.

23. “Trader” means any person who directly or indirectly through his agent or as an agent contracts for the services of Freightliner.

24. “Subcontractor” means any person whose services Freightliner engages or makes use of to perform any or all of the services which are the subject of the Contract.

25. “Carrier” means Freightliner or any other person or body by whom or on whose behalf the Consignment of goods is to be carried or stored.

26. “Consignment” means each separate portion of goods to be carried or stored by the Carrier.

27. “Trader” means any person who directly or indirectly through his agent or as an agent contracts for the services of Freightliner.

28. “Subcontractor” means any person whose services Freightliner engages or makes use of to perform any or all of the services which are the subject of the Contract.
Conditions of Consignment 8. (a) The Sender warrants the suitability of the following for transit or storage:

(i) Container (except where provided by Freightliner);
(ii) contents of the Container;
(iii) manner of packing, storing and securing within the Container;
(b) The Sender warrants that the Consignment is free from infestation by vermin, and intact and properly stored from any cause or source;
(c) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

9. (a) The Sender warrants that the Consignment is free from any defect in construction or manufacture and that it is properly packed, stowed and stored in such a manner as to be suitable for transit or storage.
(b) The Carriers shall not be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

10. (b) (i) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.

(c) The Consignment shall be subject to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

11. (a) The Sender warrants the suitability of the following for transit or storage:

(i) Container (except where provided by Freightliner);
(ii) contents of the Container;
(iii) manner of packing, storing and securing within the Container;
(b) The Sender warrants that the Consignment is free from infestation by vermin, and intact and properly stored from any cause or source;
(c) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

12. (a) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.
(b) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

13. (a) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.
(b) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

14. (a) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.
(b) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

15. (a) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.
(b) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

16. (a) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.
(b) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

17. (a) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.
(b) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.

18. (a) The Sender warrants that the Consignment is free from infestation by vermin, and insect pest of any description and from contamination from any cause or source.
(b) The Consignment shall be entitled to any Consignor and inspected any part thereof. If the Consignors or the opinion of the Consignor or any part thereof is, the Consignor shall be entitled to take such remedial steps as the Deed of freight or to provide that the Sender, where applicable, may be instructed by the Consignor or any part thereof shall be liable for any loss or mis-delivery or damage or delay of whatever nature or howsoever arising in the case of the Consignment or in the case of any part thereof.