

GENERAL TERMS AND CONDITIONS FOR SHIPPERS

UPDATED VERSION JULY 1ST, 2020

1 PRELIMINARY INFORMATION

1.1 Ontruck

Ontruck LTD is a limited company registered in England and Wales (Company number 10845075), whose registered office is at Leavesden Park, Suite 1, 5 Hercules Way, Watford, Hertfordshire, WD25 7GS (“**Ontruck**”, “**we**”, “**us**” or “**our**”).

1.2 Subject matter

These general terms and conditions (“**T&Cs**”) constitute a legally binding agreement between you and Ontruck governing your access to, and use of, the Service through the website www.Ontruck.com/uk (the “**Website**”) and/or our app in iOS or Android format (the “**App**”) (the Website and App jointly being the “**Platform**”). The Ontruck Website Terms of Use (available at <https://Ontruck.com/uk/terms-and-conditions/>), Privacy Policy (available at <https://Ontruck.com/uk/privacy/>) and Cookies Policy accessible at <https://Ontruck.com/uk/cookies-policy/> also apply to your use of the Platform and Service and are incorporated by reference into these T&Cs.

We may revise these T&Cs at any time by amending this page. Please check this page from time to time to review any changes we make, such changes will be binding on the User from the date posted on this page, save that the version of the T&Cs available on the date a Shipper submits a Shipper Order in accordance with clause 5.2 shall apply to the Shipment to which the Shipper Order relates.

2 DEFINITIONS

In these T&Cs, the following words shall have the following meanings:

“Proof of Delivery”

Means the document, through which the parties to a Shipment record the necessary details of the Shipment are specified.

“Carrier”

Means, in relation to any Shipment, the entity which, accepts the Shipment Request and assumes the responsibility for carrying out the Shipment.

“Consignee”

Means, in relation to any Shipment, the entity to which the Carrier should deliver the Goods at the Destination in accordance with the relevant Shipper Order.

“Consignor”

Means, in relation to any Shipment, the entity which, for and on behalf of the Shipper, delivers the Goods to, or makes, the Goods available for the collection by, the Carrier at the Loading Address in accordance with the relevant Shipper Order.

“Destination”

Means, in relation to any Shipment, the address(es) at which the Carrier shall be obliged to deliver the Goods as specified in the relevant Shipper Order.

“Expenses”

Means, in relation to any Shipment, any expenses or extras incurred by Ontruck or the Carrier in performing the Services and Shipment (as applicable) in accordance with these T&Cs and in particular .

“Final Price”

Means the amount payable by the Shipper for a Shipment resulting from the addition of the Initial Price to any Expenses incurred.

“Goods”

Means the goods, products, or merchandise which the Shipper requires to be transported in a Shipment and which the Shipper delivers to, or makes available for collection at, the applicable Loading Address.

“Initial Price”

Means the amount payable by the Shipper for a Shipment calculated in accordance with these T&Cs and based on the information provided by the Shipper to Ontruck in the Shipper Order, and which is communicated by Ontruck to the Shipper when the Shipper completes the Shipper Order.

“Shipper Order”

Means the online form to be completed by the Shipper by virtue of which the Shipper submits a request for a Shipment.

“Loading Address(es)”

Means, in relation to any Shipment, the address(es) at which the Shipper (or Consignor) shall deliver the Goods to, or make the Goods available for collection by, the Carrier, as specified in the applicable Shipper Order.

“Service”

Means the services provided by Ontruck to the Shipper as a freight forwarder in accordance with these T&Cs.

“Shipment”

Means the transportation of Goods by a Carrier as specified in a Shipper Order. The Shipment may constitute either:

- (a) Simple shipment: transportation of one or more Transport Units from the specific Loading Address to a single Destination; or
- (b) Multi-route shipment: transportation of one or more Transport Units from: (i) a specific Loading Address to multiple Destinations; (ii) multiple Loading Addresses to a single Destination; and/or (iii) multiple Loading Addresses to multiple Destinations, provided that each Transport Unit shall have a single Loading Address and a single Destination such that there shall be no obligation to split the contents of Transport Units(s).

“Shipment Request”

Means a request for a Shipment submitted by a User by use of a Shipper Order via the Platform.

“Shipper”

Means the entity which requests the Shipment through the Platform. For the avoidance of doubt the Shipper may also be the Consignor or Consignee or both.

“Transport Unit”

Each differentiated loading unit or package in which the Goods are to be transported, regardless of its volume, dimensions and/or content.

“User”

Means each Shipper and Carrier registered and approved to use the Platform.

3 INTERPRETATION

- 3.1 Clause and paragraph headings shall not affect the interpretation of these T&Cs.
- 3.2 In these T&Cs:
- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (b) any reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
 - (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - (d) a reference to writing or written includes email and electronic messages delivered via the Platform or any other apps or websites;
 - (e) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
 - (f) any words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - (g)
- 3.3 These T&Cs shall be binding on, and enure to the benefit of, the parties to these T&Cs and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

3.4

4 SCOPE OF SERVICES & CONTRACTUAL RELATIONSHIPS

- 4.1 The Platform provides an online freight forwarding service that enables Shippers to submit Shipment Requests and allows Carriers to view and agree to fulfil such Shipment Requests.
- 4.2
- 4.3 Ontruck shall:
- (a) review Shipper Orders, liaise as necessary with the Shipper to clarify any aspect of the Shipment and/or the Initial Price, and if approved, publish the Shipment Request on the Platform;
 - (b) use reasonable endeavours to engage a Carrier and arrange for fulfilment of the Shipment Request in accordance with these T&Cs;
 - (c) make available the Platform to allow the Shipper to track the progress of the Shipment; and
 - (d) manage, and seek to resolve, any issues that arise with the Shipment as a result of any failure by the Carrier.
- 4.4 Ontruck contracts with Carriers to fulfil Shipments directly. The Shipper acknowledges that it does not have a direct contractual relationship with the Carrier and that, save as set out in clause 0, it has no right to select or reject a Carrier identified by Ontruck to fulfil the Shipment. In its dealings with the Carrier in relation to a Shipment, the Shipper shall not seek to enter into any contractual relationship with the Carrier. If, nevertheless, any such contract is formed

between the Carrier and Shipper, the Shipper agrees that, to the extent of any conflict between that contract and these T&Cs, these T&Cs will prevail and nothing in such contract shall excuse the Shipper from its obligations (including its payment obligations) under these T&Cs.

4.5

4.6 The Shipper expressly acknowledges and agrees that, Ontruck:

- (a) does not own, sell, resell, provide, control, manage, offer, deliver, or supply any courier or shipping services;
- (b) ignores the content of the Goods and relies on the information provided by the Shipper in the Shipper Order; and
- (c) is never in physical possession of, and accepts no responsibility for, the Goods.

5 USERS

5.1 Registration

5.2 In order to use the Platform and to request Shipments, the Shipper must be validly registered as a Shipper on the Platform. To apply for and maintain registration as a User, an applicant must:

- (a) submit a User registration form via the Platform;
- (b) accept these T&Cs; and
- (c) provide to Ontruck, on an ongoing basis, all necessary documentation as may be required by Ontruck from time to time to validate and maintain such registration

5.3 The User warrants that as at the date of submitting a registration request and on an ongoing basis, that it enters into these T&Cs in the normal course of its business, not as a private individual, with the full capacity to meet and perform its obligations in accordance with these T&Cs.

5.4 Ontruck reserves the right, in its sole discretion, to reject any registration request.

5.5 Ontruck may revoke any User's registration and access to the Platform in its sole discretion, at any time, including (without limitation) if the User:

- (a) is in breach of these T&Cs;
- (b) acts in a manner implying no intention or ability to comply with these T&Cs;
- (c) has not provided Ontruck with any documentation requested.

5.6 The User warrants that all information, log in details and documents provided as part of the registration as a User is complete and accurate and the User will notify Ontruck immediately in writing of any changes to such information.

5.7 User name, Password and Access

5.8 The Platform and Service is made available on a temporary basis and Ontruck reserves the right to withdraw the Platform and Service, or restrict access to certain parts of the Platform at any time without notice. Ontruck shall have no liability to any User or third party in connection with the unavailability (whether temporarily or permanently) of the Platform and/or Services.

5.9 The User shall:

- (a) ensure that all persons who may have access to the Platform on behalf of the User are aware of, and comply with, these T&Cs; and
- (b) maintain the confidentiality and security of any User login details, usernames, identification codes, passwords and/or other credentials that may give access to the Platform.

- 5.10 The Shipper shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these T&Cs:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means;
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - (b) access all or any part of the Platform in order to build a product or service which competes with the Platform or the Service; or
 - (c) use the Platform or Service to provide services to third parties; or
 - (d) attempt to obtain, or assist third parties in obtaining, access to the Platform and/or Service, other than as provided in these T&Cs.
- 5.11 The Shipper shall use all reasonable endeavours to prevent any unauthorised access to, or use of the Service and/or Platform and, in the event of becoming aware of any such unauthorised access or use, promptly notify Ontruck.

6 ONTRUCK SERVICE

6.1 Shipper Order

6.2 To initiate a Shipment Request the Shipper must complete the Shipper Order via the Platform (or if On Truck agrees, by providing to Ontruck via email or telephone the relevant details for completion of a Shipper Order by On Truck). The details required shall include: shipment specifications, Loading Address, Destination, weight of Goods, requirements for transport in special vehicle (if applicable), range of hours for collection and delivery and any other requirements that may be necessary or reasonably required by Ontruck in connection with the Shipment;

6.3 Upon completion of a Shipper Order the Initial Price shall be displayed automatically upon the Platform, or, if details of a Shipment are provided by email or telephone, Ontruck shall communicate the Initial Price to the Shipper via email or telephone (as applicable);

6.4 By submitting a completed Shipper Order via the Platform (or where Ontruck agrees to accept Shipment Requests via email or telephone, by confirming acceptance of the Initial Price) the Shipper:

- (a) warrants and represents that the details of the Shipment are complete and accurate;
- (b) confirms that it has read and understood the content of these T&Cs, and accepts their content in full; and
- (c) agrees to pay the Initial Price to be paid for the Shipment, together with any Expenses.

6.5 Neither the Carrier or Ontruck shall be responsible for, and the Shipper shall remain liable for, any losses or liabilities arising from any errors or inaccurate information provided in the Shipper Order.

6.6 The Shipper is responsible for specifying in the Shipper Order if the Shipment must be made using specially prepared vehicles and/or if there are any special instructions or requirements for the Shipment. The Shipper acknowledges however that Ontruck does not arrange refrigerated or temperature, humidity or other controlled environment or Shipments.

6.7 For the avoidance of doubt, where a Shipper requests a Shipment via phone or e-mail, the Shipment shall be subject to these T&Cs (as updated from time to time).

6.8 Review and acceptance of Shipper Order by Ontruck

- 6.9 Once submitted to the Platform, the Shipper Order may be reviewed by Ontruck and may be accepted or declined by Ontruck. If necessary Ontruck may contact the Shipper to clarify any aspect of the Shipper Order and may make consequential adjustments to the Shipper Order. If such adjustments result in a change in the Initial Price, this shall be communicated to the Shipper and only if the revised Initial Price is accepted by the Shipper will the Shipper Order be considered submitted in accordance with clause 3 above (including by phone).
- 6.10 Ontruck may accept or reject any Shipment Request submitted under a Shipper Order in its sole discretion, including for example, where Ontruck has reason to believe the Shipper Order is inaccurate or false.
- 6.11 If Ontruck rejects a Shipper Order, Ontruck may provide the Shipper with reasons as to why the Shipper Order was rejected and (if applicable) the Shipper may submit a revised Shipper Order to Ontruck in respect of the relevant Goods.
- 6.12 If Ontruck accepts the Shipment Request, it shall publish it on the Platform for Carriers to accept, or otherwise search for a Carrier to fulfil the Shipment. The Shipper acknowledges, in particular that, Ontruck may, in its sole discretion, decide not to publish the Shipment Request on the Platform in order to take advantage of preferential rates agreed with certain Carriers, to ensure efficiencies in fulfilling the Shipment, or in order to satisfy specific Shipper needs (e.g. security requirements, etc.).
- 6.13 **Acceptance by the Carrier**
- 6.14 The Shipment Request shall normally be assigned to the first Carrier which confirms that it is willing to fulfil the Shipment and agrees to comply with the Shipment requirements specified in the Shipper Order.
- 6.15 Ontruck does not guarantee acceptance of any Shipment Request by a Carrier. If the Shipment Request is not initially accepted by a Carrier via the Platform, Ontruck shall use reasonable endeavours to contact Carriers directly with a view to finding and engaging a Carrier to fulfil the Shipment, however Ontruck accepts no responsibility or liability arising from any unavailability of suitable Carriers in respect of any Shipment Request. If Ontruck is unable to find a willing Carrier to fulfil a Shipment it shall inform the Shipper of the lack of availability of Carriers, the Shipment Request shall be withdrawn from the Platform and the Shipper will not be charged any fees in respect of that Shipment Request.

6.16 **Withdrawal of Shipment Request by Shipper**

- 6.17 The Shipper may remove a Shipper Order at any time prior to Ontruck engaging a Carrier for that Shipment. Otherwise, Annex 1 will apply.

6.18

7 SHIPPER OBLIGATIONS

7.1 Preparation and identification of the Goods

- 7.2 The Shipper shall ensure the correct packaging, wrapping and/or palletisation of the Goods (as may be necessary) and the Goods shall be delivered to or made available for collection by the Carrier at the Loading Address(es), suitably prepared and wrapped, so that the Goods do not constitute any danger to the Carrier, its personnel, other goods or third parties.
- 7.3 The Transport Units that make up each Shipment shall be clearly identified and correspond to the description in the Proof of Delivery.
- 7.4 The Shipper warrants that the Goods are not contraband items or prohibited goods (as set out in clause 9.4), and that the Goods shall be clearly identified in, and correspond to the description in, the Proof of Delivery.

(a) Delivery/preparation of the Shipment

7.5 The Shipper (or Consignor, as the case may be) shall deliver the Goods to the Carrier, or arrange for the Goods to be collected, at the Loading Address at the time that has been agreed in the Shipper Order. Any failure by the Shipper (or Consignor, as the case may be) to deliver Goods or make the Goods available for collection at the Loading Address shall not release the Shipper from any obligation to make payment in respect of the Shipment, notwithstanding any non-delivery of the Goods.

(a) **Vehicle**

7.6 Prior to loading the Goods, the Shipper (or the Consignor on its behalf) shall check the vehicle conditions and may, acting reasonably, reject the Carrier if the transportation conditions are not satisfactory, including for example due to: poor cleanliness, odour, leaks or humidity, or other conditions that may reasonably be unacceptable to the Shipper and/or Consignor. If any vehicle is found to be unacceptable, the Shipper shall cease the loading of the Goods and immediately notify Ontruck. On receipt of such notice, Ontruck shall (unless it believes the Shipper's rejection of the Carrier is not reasonable), use reasonable endeavours to engage an alternate Carrier to fulfil the Shipment Request at no additional cost to the Shipper.

(a) **Loading and unloading, stowing and stevedoring**

7.7 The Shipper shall load, or arrange for the Consignor to load, the Carrier's vehicle. The Shipper shall be liable for any loss or damage caused to the Shipment, or to the Carrier's vehicle, property or personnel in the course of such loading (whether loading/unloading is performed by the Shipper, Consignor or any other third party appointed by the Shipper).

(a) **Proof of Delivery**

7.8 The Shipper shall be responsible for preparing, issuing, and dealing with the Proof of Delivery corresponding to the Shipment, as set out in clause 8.

(a) **Acceptance of Shipment at the Destination**

7.9 The Shipper shall be responsible for ensuring the acceptance of the Shipment by the Consignee. If the Shipment is not properly completed due to any (i) unavailability of the Consignee; (ii) failure of the Consignee to sign the Proof of Delivery; or (iii) unavailability of necessary means for loading, handling and unloading of the Goods, the Shipper shall be responsible for any direct or indirect expenses and/or damages incurred or suffered by the Carrier and/or Ontruck in connection therewith.

Customer Service

7.10 The Shipper shall direct any questions related to the Shipment to Ontruck's Customer Service Team (via the Platform, telephone +44 (0) 208 068 3261 or email: uk@Ontruck.com).

7.11

8 PROOF OF DELIVERY

8.1 The Shipper shall complete in full and generate, at least, three (3) original copies of the Proof of Delivery for each Shipment.

8.2 Upon loading the Goods for transportation at the Loading Address the Shipper shall arrange for each copy of the Proof of Delivery to be signed by the Shipper (or Consignor) and the Carrier, to confirm Goods have been loaded. Signature of the Proof of Delivery by or on behalf of the Carrier upon the Good having been loaded, shall be understood to be acceptance by the Carrier of the Goods for Shipment in accordance with the relevant Shipment Request. Upon loading of the Goods two copies of the signed Proof of Delivery shall be retained by the Carrier and one copy shall be retained by the Shipper;

8.3 Upon receipt by the Consignee of the Goods at the Destination, both the Carrier and the Consignee shall immediately sign the two copies of the Proof of Delivery which were retained

by the Carrier. The Carrier and Consignee shall each retain one duly signed copy of the Proof of Delivery and each shall upload their copy via the Platform. Signature of the Proof of Delivery by the Consignee acts as confirmation of correct completion of the Shipment by the Carrier, and correct receipt of the Goods by the Consignee.

- 8.4 The Shipper shall be responsible for any liability or damages that may result from inaccurate or incomplete details in the Proof of Delivery.
- 8.5 The Shipper shall retain its signed the originals of the Proof of Delivery and make them available to Ontruck promptly on request. Ontruck shall not be required to return any original Proof of Delivery provided to it by the Shipper.
- 8.6 In any case and despite clause 8.3 above, the Shipper expressly acknowledges and agrees that Ontruck will procure to provide and upload to the Platform the corresponding Proof of Delivery signed by the Carrier, but the above does not constitute an obligation and for cases in which there is lack of the POD, a certificate issued by Ontruck shall be accepted by the Shipper. In addition, under no circumstances the Shipper may withhold payment for lack of Proof of Delivery.

9 SHIPPER AND SHIPMENT

9.1 Representations and Warranties

- 9.2 The Shipper represents, warrants and undertakes on an ongoing basis that it owns the Goods and holds all necessary rights, licences and consents to perform its obligations in accordance with these Terms and Conditions
- 9.3 The Shipper accepts that the tracking of the location of the Shipment via the Platform is not an implicit guarantee that the Shipment shall be delivered within the specified period or to the specified Destination.
- 9.4 The Shipper further acknowledges and agrees that in no instance shall Ontruck offer storage and/or deposit services for the Goods except as may be required due to causes outside of Ontruck's reasonable control. The Shipper authorises Ontruck (and the Carrier), to take any reasonable decision (in its sole discretion) so as to ensure the proper completion of the Shipment, including the return of the Goods to the Loading Address, their deposit in a safe warehouse or transport to its Destination under conditions distinct from those specified in the Shipper Order.

9.5 Prohibited Goods

- 9.6 The Shipper represents, warrants and undertakes that the Shipment does not contain:
- (a) contraband or illegal, dangerous, radioactive, hazardous or offensive products;
 - (b) articles that are regulated by the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR");
 - (c) living animals;
 - (d) aggregates, including stones, minerals, land and any material derived from quarries;
 - (e) special transports and containers, cisterns or cranes, as well as vehicles (caravans, trailers, pleasure craft and jet skis, motorcycles and mopeds);
 - (f) cash, bank notes, commercial or banking or exchange effects, bank cards, credit cards, telephone cards, securities and coupons for securities, lottery, pools and the like;
 - (g) jewellery, items sold in jewellery stores and / or watches, works of art, fine metals, precious stones; or

- (h) any other good that may be qualified as dangerous based on their nature or based on the precautions that should be taken for their transport, or, which may be prohibited under any applicable law or regulation.

10 LIABILITY AND INDEMNITY

- 10.1 Nothing in this Agreement shall exclude or restrict either party's liability for any liability which cannot be excluded by law.
- (a)
- 10.2 Subject to clause 10.1, in no event will Ontruck be liable under or in connection with this Agreement for:
- (a) loss of actual or anticipated income or profits;
 - (b) loss of goodwill or reputation;
 - (c) loss of anticipated savings;
 - (d) loss of data; or
 - (e) any indirect or consequential loss or damage of any kind howsoever arising and whether cause by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 10.3 Subject to clause 10.1, Ontruck shall not in any circumstance be liable to the Shipper:
- (a) in respect of a Shipment where there has been any fraud on the part of the Shipper or the Consignor or Consignee (or their agents) in respect of a Shipment.
 - (b) for loss or damage arising after a Shipment is deemed to have been completed on signature of the Proof of Delivery by the Consignee, whether or not caused or contribute to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of Ontruck (or its subcontractors or agents, including the Carrier) or for loss or damage due to lack of Proof of Delivery.
 - (c)
- 10.4 Subject to clause 10.1, the liability of Ontruck in respect of all claims for physical loss, mis-delivery of or damage to Goods, howsoever arising, shall in all circumstances be limited to the lesser of:
- (a) the value of the Goods actually lost, mis-delivered or damaged; or
 - (b) the cost of repairing any damage or of reconditioning the Goods; or
 - (c) a sum calculated at the rate of £1,000 per tonne on the gross weight of the Goods actually lost, mis-delivered or damaged.
 - (d)
- 10.5 In calculating the value of the Goods for the purpose of clause 10.4 above, this shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost to the owner at the date of acceptance of the Goods by the Carrier, and in all cases shall be deemed to include any tax, duties or excise payable in respect of those Goods.
- 10.6
- 10.7 Clause 10.4 applies to the extent that:
- (a) if the loss, mis-delivery or damage is only to a part of the Goods, the weight to be taken into consideration in determining the limit of liability under clause 10.4 shall only be the gross weight (excluding all packaging) of that part, regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Goods; and
 - (b) the Shipper provides Ontruck with reasonable evidence of the weight and value of the relevant Goods that are lost, mis-delivered or damaged.
 - (c)

- 10.8 Subject to clause 10.1, the liability of Ontruck in respect of claims for any other loss, howsoever arising in connection with the Platform, any Shipment or Service shall not exceed the Initial Price paid in respect of the Shipment.
- 10.9
- 10.10 Subject to clause 10.1, Ontruck shall in all instances be released from all and any liability under or in connection with these T&Cs and any Shipment unless the Shipper submits a formal claim in writing within six (6) months of the date of collection of the Goods as set out in the Proof of Delivery.
- 10.11 The Shipper hereby indemnifies Ontruck on an ongoing basis against all liabilities and costs incurred by Ontruck (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the Carrier's vehicle, or other cargo) arising in connection with any breach of these T&Cs by the Shipper, or in connection with any error, act, omission, misstatement or misrepresentation by the Shipper its contractors or its agents.

(a)

11 PRICE & PAYMENT

11.1 Payment

- 11.2 The Shipper shall pay the Final Price (being the Initial Price and, where applicable, any Expenses) for the Shipment to Ontruck, as set out in these T&Cs. Under no circumstances, shall the Shipper pay the Initial Price or any Expenses directly to the Carrier.

11.3 Initial Price

- 11.4 The Initial Price for each Shipment to be paid by the Shipper to Ontruck shall be detailed in the Platform on completion of the Shipper Order. The Initial Price shall only be accurate to the extent that the details set out in the Shipper Order are complete and accurate. The Shipper acknowledges and accepts that, in the event that any information provided to Ontruck in the Shipper Order is insufficient or inaccurate, Ontruck may vary the Initial Price.

- 11.5 The Shipper acknowledges and agrees that the Initial Price is calculated in accordance with Ontruck's rates in force on the date of contracting the Shipment, subject to, but not limited to, the nature, size and quantity of the Goods, distance from the Loading Address to the Destination and specific means necessary to perform the Shipment. Ontruck may change, at any time, the rates applicable or means of calculating the Initial Price.

11.6 Expenses

- 11.7 Notwithstanding that the Initial Price is agreed by the Shipper upon submission of a Shipment Request, other costs may be incurred by Ontruck or the Carrier in the course of performing the Shipment. In particular, but without limitation, the Shipper acknowledges that such Expenses as are detailed in Annex 1 may be incurred.
- 11.8 Ontruck will notify the Shipper of any Expenses promptly on becoming aware of any matter that may result in them being incurred.
- 11.9 Under no circumstances the Shipper may deduct any amount that Shipper owes Ontruck from any amount due from Ontruck (due to insurance claims, for instance).

Greater volume of Goods or weight comprising the Shipment than detailed in the Shipper Order

- 11.10 If the actual Shipment is larger in volume and/or of greater weight than set out in the Shipper Order Ontruck may, either:
- (a) seek to engage an alternate Carrier to complete the Shipment, in which case the Initial Price shall be adjusted to include (and the Shipper shall pay) any additional costs or charges specified by Ontruck in engaging an alternate Carrier and cancelling the original Carrier; or

- (b) Ontruck may engage an additional Carrier (in addition to the Carrier which originally accepted the Shipment Request) in which case the Initial Price shall be adjusted to include (and the Shipper shall pay) any other additional costs or charges specified by Ontruck in engaging such additional Carrier.

11.11 If the Shipper does not accept either of the options set out above in clause 11.7 above, the Shipper shall remain liable to pay the Initial Price and any additional costs or expenses incurred by Ontruck (notwithstanding whether the Shipment is performed or not).

11.12 Cancellation

11.13 In the event of cancellation by the Shipper, Consignor or Consignee The Shipper shall pay the Initial Price and any costs or expenses arising from the cancellation. Any cancellation charges payable shall be calculated in accordance with Annex 1.

Notwithstanding the above, the Shipper may cancel a Shipment Request on the Platform at any time prior to its acceptance by a Carrier.

11.14 Invoicing

Ontruck shall invoice the Shipper at the end of each month. The Shipper shall pay each invoice within thirty (30) days of the date of the relevant invoice.

11.15 Payment Methods

11.16 The Shipper may pay the invoices by one of the following methods:

(a) **Credit/Debit card**

The Shipper shall pay Ontruck via the payment platform made available online when the Shipper Order is completed. In the case the card is rejected or payment not completed, the Shipment shall be automatically cancelled.

If a Shipment is not accepted by a Carrier within 7 days of request or the Shipper cancels the Shipment prior to its being accepted by a Carrier Ontruck shall refund the Initial Price to the Shipper.

The Shipments paid by card are offset against the invoice issued at the end of the month by Ontruck.

(b) **Bank transfer**

The Shipper shall pay Ontruck via bank transfer to the nominated bank account of Ontruck as specified in the relevant invoice.

(c) **Bank cheque**

(d) **Direct debit**

The Shipper shall pay Ontruck via Direct debit, for which it will provide OnTruck, at least, with the necessary information and authorizations. In any case, any expense that may arise due to lack of funds and / or denial / and / or return of the charge will be for the account of the Shipper.

11.17 For each incident that occurs with any payment for reasons attributable to the Shipper, Ontruck will be entitled to charge a surcharge based on the management fees it has generated.

11.18 In any case, payment terms and payment mode is subject to credit.

(a) **Consequences of late payment**

11.19 If the Shipper does not pay the relevant invoice by the due date, Ontruck may:

- (i) charge late payment interest and statutory collection charges on any overdue amount as per Late Payment of Commercial Debts (Interest) Act 1998 (or the one which is in force at the time); and/or
- (ii) suspend or terminate the User's access to the Platform; and/or
- (iii) remove any Shipment Requests on the Platform as at the due date of any outstanding invoice; and/or
- (iv) refuse access to the Service and any Shipment Requests or Shipper Orders submitted by the Shipper to Ontruck (by any means).

12 CLAIMS AND RESPONSIBILITY

- 12.1 In the event of any loss or damage of Goods during the course of the Shipment, the Shipper shall procure to notify Ontruck and may submit a claim within thirty (30) days of receipt of the Goods by the Consignee (as specified in the Proof of Delivery). Such claims may be rejected by Ontruck if, or to the extent that, the Consignee has not confirmed in writing in the relevant Proof of Delivery the loss or damage to the Goods.

13 INSURANCES

Ontruck has the relevant insurances policies with a substantial and reputable insurance company to cover our liabilities under these T&Cs (including, Goods in Transit Policy, Employers' and Public Liability Insurance). Ontruck will provide the Shipper a copy of the certificates of the insurances at the request of the Shipper.

14 DATA PRIVACY & CONFIDENTIALITY

- 14.1 In providing the Service, the Shipper provides certain personal data to Ontruck for the purpose of performing the Shipment.
- 14.2 The details of Ontruck's data processing activities in relation to the Service are set out in our privacy policy which is accessible here <https://Ontruck.com/uk/privacy/>.
- 14.3 The Shipper, its employees, agents and subcontractors shall keep confidential, during and after the expiry of any services to be provided under these T&Cs, any information of Ontruck or any Carrier which is expressed to be or by its nature is confidential (whether commercial, technical, organizational and any other kind of information) it may have obtained during the execution of the Shipments.
- 14.4 In the event that the Shipper accesses the personal data of any personnel of On Truck or any Carriers, it shall:
- (a) comply with all laws and regulations (including all applicable data protection laws);
 - (b) use such personal data exclusively in connection with the Shipment and its obligations to Ontruck;
 - (c) observe and adopt whatever security measures are necessary to ensure the confidentiality and security of the personal data, as well as to adopt any security measures required by all applicable laws and regulations; and
 - (d) not disclose to third parties any third party personal data to which the Shipper has access in connection with these T&Cs .
- 14.5 The Shipper shall hold Ontruck harmless against any claim or penalty arising in connection with the breach or alleged breach by the Shipper of the obligations set out in this clause 14.

15 MISCELLANEOUS

- 15.1 **Intellectual Property**

- 15.2 All intellectual property rights in the Platform are owned by Ontruck or its licensors and any data, images, texts or any other material or content that is transmitted, stored or published through the Platform, is and shall continue to be the property of Ontruck.
- 15.3 Ontruck recognises ownership of the Shipper name and any trademarks of the Shipper under or with which its products or services may be distinguished which shall remain the property of the Shipper.
- 15.4 **Modifications**
- 15.5 Ontruck reserves the right, at any time, to modify, suspend or interrupt the service provided through the Platform, or any part of it, with or without any prior notice, as well as to modify these Terms and Conditions. The Shipper acknowledges that Ontruck shall not be responsible or liable to the Shipper or any third party for the modification, suspension or interruption of the service provided through the Platform.
- 15.6 The Shipper shall not, during the course of its use of the Platform or the Service, distribute or transmit any virus (including any malicious software, code, file or programme such as worms, trojan horses, or other similar things) which may prevent, impair or otherwise adversely affect the operation of the Platform or the Service.
- 15.7 **Notices**
- 15.8 Any notice required to be given under these T&Cs shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office address (or such other address as notified to the other party in writing, for such purposes, from time to time) or sent to privacy@ontruck.com.
- 15.9 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9.00am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 15.10 **Enforceability**
- 15.11 If any term or provision of these T&Cs shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these T&Cs but the validity and enforceability of the remainder of these T&Cs shall not be affected.
- 15.12 **Third party rights**
- 15.13 Any third party who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- (a)
- 15.14 **Law and Jurisdiction**
- 15.15 The parties agree that these T&Cs shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any claim (whether arising in tort, negligence, breach of contract or otherwise) arising under or in connection with these T&Cs.

ANNEX NO. 1**ONTRUCK - SUPPLEMENTARY CHARGES**

The following supplementary charges (where applicable) may be added to the Initial Price to calculate the Final Price:

1 STANDSTILL

Supplementary standstill charges for time spent loading/unloading of vehicle by the Shipper. Supplementary standstill charges are determined as a function of the size of the load and calculated on a pro rata basis on any standstill time in excess of the maximum time limits set out below:

Nº of pallets	Max. time	£
1 - 4 pallets or up to 1200 kg	30 min	£20/hour
5 - 10 pallets or up to 2500 kg	45 min	£25/hour
11 - 14 pallets or up to 12000 kg	60 min	£30/hour
15 - 26 pallets or up to 24000 kg	60 min	£35/hour

Standstill time is calculated from the point at which the driver arrives during the collection window, specified in the Shipper Order (for example, if the driver arrives at the collection point at 8:30 am, but the collection time is specified between 9:00 am and 10:00 am, standstill time commences from 9:00 am).

Standstill charges DO NOT apply for waiting in queue at airline collection sheds.

2 CANCELLATIONS

If a Shipment is cancelled in accordance with these Terms & Conditions, Ontruck may charge the Shipper a percentage of the Initial Price, depending on the status of the Shipment at the time of cancellation as follows:

- 40% of the Initial Price if the driver is en route to pick-up.
- 70% of the Initial Price if the driver has arrived at pick-up location and has not yet loaded.
- 100% of the Initial Price after the Goods have been loaded