

FDC Holdings Ltd currently operates solely under RHA 1998 Conditions of Carriage, at a maximum liability of £1300 per tonne. Copies of same have been supplied previously. In an attempt to remain pro-active and retain value added services, we would like to take this opportunity to advise our clients for whom we transport palletised freight, that although we will still operate under RHA 1998 Conditions of Carriage, we are increasing our level of cover to £5000 per tonne with immediate effect, but with certain limitations.

Any palletised freight that goes through the TPN (The Pallet Network) system will be covered to a maximum of £5000 per tonne with a zero excess being applicable. Any palletised freight that does not go through the TPN network **and is delivered by ourselves will be covered to the same £5000 maximum liability**, but will be subject to **£200** excess.

There will be occasions where due to zoning where you may anticipate **FDC Holdings Ltd** delivering freight ourselves (where it may actually go through the network) or where we deliver freight ourselves (where you may have expected it to go through the network) - these will be decisions that we must make on feasibility of economical runs etc...which you will not be notified of. Therefore you may wish to request clarification prior submitting a potential claim. None palletised freight / part and full loads / bulk / dedicated vehicles / warehousing, etc are **not** covered by this increased cover. In **ALL** cases the procedures to be followed remains unaltered and are detailed below -

Should you be in the rare and unfortunate position where freight has been damaged in transit, there are certain parameters and conditions that must be adhered to, to affect a “goods in transit” claim. Hopefully the following guidelines will assist in simplifying this matter for you.

In the first instance, you must notify **FDC Holdings Ltd** by either email or post, of an intent to claim, together with very brief details of damage / loss, dates, etc **This must be done within 7 days of the termination of the transit.**

Then a detailed claim should be submitted no later than 5 working days of the day of delivery, to **FDC Holdings Ltd** by either email or post supported by the following :-

- a. A letter of claim and invoice from the Customer for the damaged/lost goods at “cost” price
- b. A copy of the original sales invoice for the consignment
- c. A copy of the Claused Delivery Note (if applicable)
- d. Confirmation of the Weight of the Lost/Damaged Goods.
- e. Confirmation of the Manifested Weight
- f. Any claims cannot include VAT

This must be done within 14 days of the termination of the transit.

To activate this increased cover please would you be kind enough to sign and return this letter confirming same. Failure to do so will unfortunately mean that cover will only be subject to standard RHA 1998 Conditions of Carriage at £1300 per tonne.

Sign _____ Print _____

Date _____

On behalf of

TPN Liability Cover

Freight:

Must be securely palletised, packed and protected for the normal rigours of transit between collection & delivery point. If the item is of a mechanical nature all oils & lubricants must be drained before palletising. Please ask for advice if you are unsure.

Standard Liability Cover
Pallets: TPN standard cover up to a limit of £5000 (per tonne) with an **£100 excess each and every claim**
International: There is **No Liability cover** for International shipments.

Full Value Cover – All Risk Policy:

Is available for value sensitive consignments and must be purchased BEFORE transit & cannot be added afterwards. The cover is not limited by weight, but is purchased to protect the sales value of the goods. Cover is offered for consignments valued between £1.00 up to £250,000.

Freight not Acceptable for Carriage:

There are some items that are not acceptable for carriage through the TPN network, these include:

Living Creatures: Bullion: Money: Firearms: Ammunition: Fireworks: and items that are illegal under UK Law.

Freight that Travel at Owners Risk:

There are some items that can travel through the network, but travel solely at the Owners Risk and TPN are not prepared to offer any Liability cover whatsoever under either contract. Such items include:

Mobile Phones: Computer Chips: Hazardous Goods: Tobacco and Tobacco Products: and goods as per RHA 1998 Terms and Conditions.

TPN is a non-hazardous network & only Limited Quantities will be accepted for carriage.

Liability Claim for Damages or Loss:

In the case of damage or part loss we must be notified in writing within 5 working days from the date of delivery and then quantified in writing within 14 working days. In the case of total consignment loss we must be advised in writing within 28 working days.

IF THE DELIVERY POINT (YOUR CUSTOMER) SIGNS FOR THE GOODS, WITHOUT STATING THE WORD "DAMAGED" YOU WILL NOT BE ABLE TO CLAIM. THE WORDS "UNCHECKED" OR "UNEXAMINED", INCLUDING STAMPS WILL NOT BE ACCEPTED AS A CONDITIONAL SIGNATURE AND BY SIGNING THEY ARE DECLARING THAT THE CONSIGNMENT HAS BEEN RECEIVED IN GOOD ORDER AND CONDITION, AS PER THE WORDING ON THE POD ITSELF.

Please sign & print to acknowledge the conditions above are understood and agreed:

Company Name: **Account No:**

Sign: **Print:** **Date:**