

SERVICE CONTRACT

Between

THE AGENT

And

THE CUSTOMER



GoReefers UK Ltd.

("THE AGENT")

Registration: 10056510

VAT Registration: 403 421 254

1st Floor, 3 Birch House

Harris Business Park

Bromsgrove, B60 4DJ

England

Tel: +44 195 295 1888

Important contractual notice

The BIFA Conditions contain provisions which exclude or limit the Company's liability, require the Customer to indemnify the Company, confer lien and disposal rights, and impose short time limits for claims and proceedings. These Supplementary Conditions add specific commercial, customs, perishable-cargo, release, electronic and Associated Company protections.

Contract documents. Every Service is governed by these Supplementary Conditions and the British International Freight Association Standard Trading Conditions applicable under clause 2, which are incorporated by reference. The edition currently adopted by the Company, its effective date and a downloadable copy are identified on the Company's designated trading-conditions webpage available at [GoReefers UK Trading Conditions](https://goreefers.group/terms/goreefers-uk) (<https://goreefers.group/terms/goreefers-uk>). A copy is also available from the Company on request.

Acceptance. The Customer confirms that, before requesting or accepting Services, it was provided with these Supplementary Conditions and either a copy of, or access through the specific hyperlink to, the applicable BIFA Conditions; had a reasonable opportunity to read them; and accepts that the Conditions apply to all business undertaken by the Company for it, whether gratuitous or for reward.

Part A - Company Details ("THE CUSTOMER")

Trading Name:

Company Name:

Company registration nr:

VAT Registration Number:

Telephone Number:

Fax Number:

Physical Address:

Postal Address:

Credit limit required:

Payment terms:

Details of Owner / Partners / Directors / Trustees

Name / Phone

ID Number

Address

1

2

3

4

Person Responsible for Account Payment

Name:

Position:

Phone:

Fax No.:

E-mail Address:

Details of Auditor

Auditor's Name:

Address:

Phone:

Banking Details

Bank Name:

Branch:

Sort Code/ Branch Code:

Account Name:

Account No:

Trade Reference Name

Name

Phone

Address

1

2

3

4

By signature hereto, the Customer declares:

1. The Customer acts wholly or mainly for purposes relating to its trade, business, craft or profession and is not contracting as a consumer.
2. The signatory has authority to bind the Customer, and the Customer is the Owner of the Goods or is authorised by the Owner to contract on these Conditions.
3. Before entering into this framework agreement or accepting any quotation, the Customer was provided with these Supplementary Conditions and either a copy of, or access through the specific hyperlink to, the applicable BIFA Standard Trading Conditions.
4. The Customer accepts that the Conditions apply to all Services, consignments, advice and information provided by the Company, whether or not separately remunerated.
5. Where customs services are requested, the Customer will execute the applicable Customs Representation Authority in before the Company submits a declaration: Schedule 1 for direct representation, or Schedule 3 where indirect representation is expressly agreed under clause 7.2.
6. The Customer consents to proportionate credit, identity, sanctions and due-diligence checks and confirms that information supplied is complete and accurate.

Date and Place _____

**For the Customer who hereby warrants that (s)he is
duly authorised to sign this agreement on its behalf:**

Authorised Signature _____

Name (printed): _____

Position: _____

Email for notices _____

Witness Signature _____

Witness Name (printed): _____

Position: _____

OFFICE USE ONLY

Credit Insurance Reference:

Captured By: Date:.....

Approved Credit Limit:

Signature of Approval:

Date:

Part B - GoReefers UK Ltd Supplementary Trading Conditions

These Supplementary Conditions operate with the BIFA Conditions applicable under clause 2. Capitalised terms not defined here have the meanings given in the BIFA Conditions.

1. DEFINITIONS AND INTERPRETATION

- 1.1 **"BIFA Conditions"** means the edition of the British International Freight Association Standard Trading Conditions adopted by the Company and identified as applicable on the Company's designated trading-conditions webpage at [GoReefers UK Trading Conditions \(https://goreefers.group/terms/goreefers-uk\)](https://goreefers.group/terms/goreefers-uk), as updated in accordance with clause 2.
- 1.2 **"Company"** means GoReefers UK Ltd, company number 10056510.
- 1.3 **"Conditions"** means these Supplementary Conditions together with the BIFA Conditions, and any schedule or special agreement expressly forming part of the contract.
- 1.4 **"Customs Laws"** means all customs, import, export, excise, border, veterinary, phytosanitary, food-safety, sanctions and trade-control laws and procedures applicable to the Goods or Services, including the Taxation (Cross-border Trade) Act 2018 and, where relevant, rules applying in Northern Ireland.
- 1.5 **"Data Protection Laws"** means the UK GDPR, Data Protection Act 2018, Data (Use and Access) Act 2025, Privacy and Electronic Communications Regulations 2003 and binding replacement or amending legislation.
- 1.6 **"Associated Company"** means (a) any holding company, subsidiary or fellow subsidiary of the Company; and (b) any company operating as part of the GoGlobal or GoReefers logistics network, in each case only where that company is appointed, engaged or otherwise involved in connection with the relevant Services.
- 1.7 **"Protected Person"** means any Associated Company, director, officer, employee, servant, agent, sub-agent, customs sub-agent, subcontractor or Service Provider engaged or involved in connection with the relevant Services.
- 1.8 **"Service Provider"** means any carrier, haulier, terminal, port, depot, warehouse, cold store, surveyor, customs intermediary, inspection body, technology provider or other third party appointed or used in connection with the Services.
- 1.9 **"Writing"** includes email, an electronic platform message and another durable electronic record capable of storage and reproduction.
- 1.10 **"Business Day"** means a day other than a Saturday, Sunday or public or bank holiday in England.
- 1.11 Headings do not affect interpretation. References to legislation include amendments and replacements. A term defined in the BIFA Conditions has that meaning unless the context requires otherwise.

2. APPLICATION, INCORPORATION AND PRIORITY

- 2.1 All Services are undertaken subject to the Conditions. They apply to every quotation, booking, instruction, customs declaration, receipt, release, delivery arrangement, report, platform service, advice and other activity undertaken, offered or procured by the Company, whether gratuitous or for reward.
- 2.2 The Customer accepts the Conditions by signing this document, accepting a quotation which refers to them, completing an electronic acceptance, or instructing the Company after these Supplementary Conditions and either a copy of, or the specific hyperlink to, the applicable BIFA Conditions have been supplied before the contract is concluded.
- 2.3 The BIFA Conditions are incorporated in full. The edition currently adopted by the Company, its effective date and a downloadable copy are identified on the Company's designated trading-conditions webpage at GoReefers UK Trading Conditions. The Company shall provide a copy of the applicable BIFA Conditions free of charge on request. These Supplementary Conditions prevail over the BIFA Conditions to the extent of any inconsistency; otherwise the BIFA Conditions continue to apply.
- 2.4 **If BIFA publishes a replacement or revised edition, the Company may adopt that edition for future Services by giving the Customer notice in accordance with clause 13 identifying the new edition, its effective date and the designated trading-conditions webpage from which it may be viewed or downloaded. The replacement edition applies only to Services contracted on or after that effective date and does not retrospectively alter the terms applicable to a Service already contracted. By requesting, placing, confirming or otherwise instructing a new Service on or after that effective date, after the notice has been given, the Customer accepts the replacement edition. If the Customer does not wish to accept the replacement edition, it must not place further instructions after the effective date and may terminate this framework agreement in accordance with clause 13.**
- 2.5 The order of priority is: (a) mandatory law or convention; (b) a special written agreement signed by an officer of the Company which expressly identifies the provision varied; (c) these Supplementary Conditions; (d) the BIFA Conditions; and (e) the relevant quotation or other operational document. A document lower in this order prevails only where a document higher in the order expressly states that it does so for the identified matter.
- 2.6 No term proposed by the Customer, including a term on a purchase order, booking platform, shipping instruction or email, applies unless an officer of the Company expressly agrees in Writing that the identified term amends the Conditions. Performance, silence or acceptance of a document does not constitute such agreement.

3. CAPACITY AND PROCUREMENT OF SERVICES

- 3.1 Subject to clause 7 and except where mandatory law provides otherwise, the Company acts solely as the Customer's freight forwarding, logistics, receiving, release and customs agent and logistical co-ordinator. The Company procures, and does not provide as principal, carriage, storage or other third-party Services and does not contract as carrier, NVOCC, warehouseman or multimodal transport operator.
- 3.2 When acting as agent, the Company may exercise the rights available to an agent under the BIFA Conditions and contract on the Customer's behalf with Service Providers on terms the Company considers necessary or desirable. The Customer is the principal to those contracts and is bound by the relevant carrier, bill of lading, waybill, terminal, depot, warehouse, platform and other Service Provider terms.

- 3.3 Subject to clause 7.7, unless the Company expressly states in Writing before the appointment that an Associated Company or other Service Provider is engaged as the Company's sub-agent under clause 3.5, the Company shall be treated as appointing that person as agent for the Customer under clause 3.4.
- 3.4 Where the Company, acting as agent for the Customer, contracts with an Associated Company or other Service Provider on the Customer's behalf, a direct contract arises between the Customer and that entity and its applicable standard trading conditions and other contractual terms govern the services contracted with it. Where reasonably practicable, the Company shall identify the contracting person and make its applicable terms available before the appointment is made.
- 3.5 Where an Associated Company or other Service Provider is engaged as the Company's sub-agent and no direct contract is made with the Customer, the Conditions continue to govern the Customer's contract with the Company and that person may rely on clause 12.
- 3.6 Each Associated Company is a separate legal person. Nothing in the Conditions, common branding, common directors, management, ownership links or operational co-operation creates a partnership, joint venture, group guarantee or joint or several liability, or makes the Company liable for services separately contracted between the Customer and another person.
- 3.7 The Company is not responsible for the act, omission, default, insolvency or refusal of a Service Provider except to the extent directly caused by the Company's failure to exercise the degree of care required by the BIFA Conditions in selecting or instructing that Service Provider. Any liability remains subject to the applicable exclusions, limitations and time bars in the BIFA Conditions.
- 3.8 The Customer shall pursue a claim against a Service Provider under the applicable Service Provider contract. At the Customer's written request and expense, the Company may provide reasonable assistance or assign a right which it lawfully holds, but is not obliged to commence or fund proceedings.

4. INSTRUCTIONS AND CUSTOMER RESPONSIBILITIES

- 4.1 Without limiting BIFA clauses 3 and 18, the Customer warrants that each person issuing an instruction on its behalf is authorised and that every instruction is complete, accurate, lawful and timely.
- 4.2 The Customer shall identify authorised contacts and promptly notify the Company of any change, compromised email address, platform credential or suspected fraud. The Company may rely on an instruction which reasonably appears to originate from an authorised contact, account or integration, but may request verification or refuse an incomplete, unusual, inconsistent, unlawful or insecure instruction.
- 4.3 The Company is not obliged to accept oral, late, standing or general instructions. If it acts on an oral or urgent instruction, the Customer shall confirm it promptly in Writing and bears the risk of ambiguity or error not caused by the Company's failure to exercise reasonable care.
- 4.4 After a booking or appointment has been made, the Customer shall not vary, cancel or supplement it directly with a Service Provider without first notifying the Company in Writing. The Customer is responsible for all consequences and charges arising from unauthorised or inconsistent communications.
- 4.5 The Customer shall promptly sign documents, provide information, licences, permits, authorities and cleared funds, and comply with every applicable Service Provider term. The Customer shall indemnify the Company and Protected Persons against the consequences of its breach, together with any indemnity available under the BIFA Conditions.

5. QUOTATIONS, RATES, REMUNERATION AND THIRD-PARTY CHARGES

- 5.1 A quotation is conditional on the Conditions, is valid only for the period stated and is based on the Customer's information, third-party tariffs, capacity and exchange rates current when issued. The Customer warrants the accuracy of all quotation information, including commodity, value, weight, dimensions, equipment, route, customs status, temperature requirements, free time and dates.
- 5.2 The Company may revise a quotation or charge an additional amount where information or instructions change or prove inaccurate; actual cargo characteristics differ; a Service Provider changes or withdraws a rate, surcharge, free time or capacity; exchange rates, fuel, taxes, duties or regulatory charges change; or an event beyond the Company's reasonable control increases cost or alters performance. Where practicable, the Company will notify you of material revision before incurring it. Continued instruction or performance constitutes acceptance; otherwise the Company may cancel or suspend the unperformed part without liability, and accrued charges and unavoidable commitments remain payable.
- 5.3 Unquoted Services, disbursements and additional work may be charged at the Company's then-current rate or a reasonable market rate. Quotations exclude VAT and taxes unless expressly stated and may include administration, handling, documentation, customs entry, release, attendance, foreign exchange and out-of-hours charges.
- 5.4 In addition to any remuneration rights under the BIFA Conditions, the Customer agrees that the Company may quote composite or standard selling rates and retain differences between amounts paid to Service Providers and amounts charged to the Customer, together with permitted commissions, rebates, incentives and foreign-exchange margins. The Company is not required to disclose its net purchase rates except where law requires.
- 5.5 A third-party charge may be invoiced when the Company is charged, debited, notified of or reasonably ascertains it, even if the underlying Service occurred earlier. The Customer may not reject a properly supported charge solely because the Service Provider invoiced retrospectively. A disbursement estimate is provisional and the actual amount, plus an agreed handling fee, is payable.
- 5.6 The Company is not obliged to finance a disbursement and may require cleared funds, a deposit, guarantee or security before booking, release, customs clearance or payment. It may incur reasonable urgent expenditure without prior approval where necessary to protect Goods, persons, property, customs compliance, a booking or the Customer's interests, and the Customer shall reimburse it on demand.
- 5.7 A dispute between the Customer and a Service Provider does not suspend payment to the Company. A credit or refund is due only to the extent actually received by the Company and may first be applied against an amount owed by the Customer.

6. PAYMENT, CREDIT, SECURITY AND SUSPENSION

- 6.1 The payment, credit, allocation, acceleration and set-off provisions of the BIFA Conditions apply, including payment without set-off or counterclaim, the Company's allocation rights, withdrawal of credit and acceleration of amounts due.
- 6.2 To facilitate prompt investigation, the Customer should give written notice of any invoice query within five (5) Business Days after delivery, identifying the invoice, each disputed line item and amount, and the detailed factual basis of the query. This five-Business-Day period is an administrative request only and does not shorten the contractual invoice-challenge period in the BIFA Conditions. The undisputed amount remains payable by the due date. An invoice sent to the notified accounts email address or made available through an agreed portal is delivered when sent or made available unless an automated failure notice is received.
- 6.3 The Late Payment of Commercial Debts (Interest) Act 1998 and the applicable late-payment provisions of the BIFA Conditions apply, including statutory interest at eight (8) percentage points above the applicable Bank of England reference rate, statutory fixed compensation and recoverable reasonable collection costs, or any replacement statutory entitlement. Interest accrues from the due date until payment in full, whether before or after judgment.
- 6.4 Without prejudice to the Company's rights and indemnities under the BIFA Conditions and its statutory rights, the Customer shall indemnify the Company on demand against all reasonable costs and expenses incurred in recovering or attempting to recover an overdue amount, preserving or enforcing a lien, security or other right, or remedying or enforcing the Conditions following a breach by the Customer. Such costs include reasonable solicitors' and counsel's fees, debt-collection and tracing charges, court and arbitration fees, enforcement-agent fees and other professional costs. Where proceedings are commenced, those costs shall be recoverable on the indemnity basis to the fullest extent permitted by law.
- 6.5 Without limiting the Company's lien, sale and disposal rights under the BIFA Conditions, the Customer warrants that, to the extent within its control, it shall not create, grant or permit any lien, pledge, charge, security interest or right of retention over Goods or documents in the Company's possession, custody or control that would prejudice those rights under without the Company's prior written consent. The Customer shall disclose any existing encumbrance relevant to those rights and shall indemnify the Company and Protected Persons against loss, liability and reasonable cost arising from breach of this clause. Nothing in this clause purports to give the Company priority beyond that available under applicable law.
- 6.6 A statement signed by a director, company secretary, finance manager or authorised credit controller is prima facie evidence of the amount due, save for manifest error.
- 6.7 The Company may require a deposit, advance payment, guarantee, letter of credit, parent guarantee or other security where it reasonably considers the Customer's creditworthiness, exposure, customs risk, cargo value, potential third-party charges or payment history warrants it.
- 6.8 The Company may suspend new instructions and, after such notice as is reasonable in the circumstances, suspend or terminate unperformed Services if an amount is overdue, a credit limit is exceeded, required security is not provided, insolvency appears likely, or performance may expose the Company or a Protected Person to financial, legal, customs, sanctions, security or safety risk. For perishable or time-sensitive Goods, it may instead take reasonable protective, sale or disposal steps under the applicable lien, sale and disposal rights in the BIFA Conditions at the Customer's risk and expense.
- 6.9 To the fullest extent permitted by law, the Company is not liable for consequences of a refusal, suspension or protective action properly exercised under this clause, and any liability is subject to the applicable exclusions, limitations and time bars in the BIFA Conditions.

7. CUSTOMS CLEARANCE

- 7.1 Unless indirect representation is expressly agreed under clause 7.2, the Company acts as a direct customs agent, in the Customer's name and on its behalf, where direct representation is legally permitted.
- 7.2 The Company may agree to act as an indirect customs representative in its own name on the Customer's behalf, only for the imports covered by Schedule 3 signed by the Customer and expressly accepted in Writing by the Company. If direct representation is unavailable or the Customer is not legally eligible, the Company is not obliged to accept indirect representation and may refuse the declaration without liability.
- 7.3 The Customer is and remains the importer or exporter as applicable, and principal responsible for the Goods and for customs debt, import VAT, excise, anti-dumping duty, levies, interest, penalties and compliance obligations, except to the extent mandatory law provides otherwise.
- 7.4 The Customer warrants that it is established and registered where required, holds valid EORI, VAT and other registrations, is entitled to use the requested customs procedure, relief, preference, postponed import VAT accounting or deferment facility, and holds all licences, permits, certificates and authorisations needed for the Goods.
- 7.5 Without limiting the Customer's customs warranties under the BIFA Conditions, the Customer is responsible for the factual and legal accuracy of commodity codes, descriptions, origin and preference, customs and transaction value, Incoterms, procedure codes, license and quota status, export-control classification, sanctions status, VAT treatment, importer and consignee details and supporting documents. Unless separately agreed in Writing, the Company does not provide legal, tax, valuation, origin or classification advice and any indication given does not transfer the Customer's responsibility or warrant HMRC acceptance.
- 7.6 The Company may conduct due diligence, request evidence, seek clarification, amend a draft or refuse a declaration where information appears incomplete, inconsistent or high risk. The Customer shall respond promptly. Review of a draft does not relieve the Customer of its warranties.
- 7.7 The Customer authorises the Company to appoint customs sub-agents and to delegate declaration activity. For direct representation, a sub-agent may act directly for the Customer, and for agreed indirect representation, a sub-agent may act directly for the Company.
- 7.8 Customs Duty, import VAT and other border payments made or arranged by the Company are for the Customer's account as between the parties, subject to clause 7.11. The Company may require cleared pre-funding and, if it agrees to use its own cash account, deferment account, guarantee or other customs facility belonging to the Company or an authorised sub-agent, the Customer shall reimburse any debit or call, pay the agreed fee and indemnify the Company and Protected Persons against the resulting exposure.

- 7.9 The Customer shall retain and provide records required by Customs Laws and promptly assist with post-clearance checks, audits, verifications, amendments and enquiries. The Company may charge its reasonable time and third-party costs and is not obliged to pursue a repayment, remission, appeal, amendment or refund.
- 7.10 The applicable standing Customs Representation Authority in Schedule 1 or Schedule 3 forms part of the Conditions and continues until written revocation is received and processed by the Company. It applies only to the representation and business it covers. Revocation does not affect declarations already submitted, accrued payment, reimbursement or indemnity obligations.
- 7.11 This contractual allocation does not bind HMRC or another authority and does not exclude liability which Customs Laws impose directly on the Company, or which cannot lawfully be excluded or limited.

8. PERISHABLE AND TEMPERATURE-CONTROLLED GOODS

- 8.1 Fresh produce and other perishable or temperature-controlled Goods within the Company's ordinary business may be accepted under a written quotation or booking. Such acceptance constitutes any special arrangement or written acceptance required under the BIFA Conditions only for the identified commodity, movement and conditions. Living plants and other excluded goods require specific written acceptance.
- 8.2 The Customer acknowledges that perishable Goods are inherently susceptible to natural deterioration, latent defect, disease, decay, dehydration, condensation, mould, chilling or freezing injury, heat damage, respiration, ethylene exposure, atmosphere change, shelf-life loss and market rejection even where transport settings are maintained.
- 8.3 Before booking and whenever circumstances change, the Customer shall provide complete written instructions for commodity and variety, maturity, pre-cooling, pulp or loading temperature, set point, ventilation, humidity, controlled or modified atmosphere, cold treatment, ethylene, power, drainage, packaging, stowage, monitoring and any other required setting or tolerance. The Customer warrants that the instructions are suitable for the Goods and intended journey.
- 8.4 Unless a separate written scope expressly states otherwise, the Company has no duty to inspect, sample, survey, test, pre-cool, measure pulp temperature, supervise loading, verify packaging, assess remaining shelf life, continuously monitor equipment or cargo, or interpret temperature or atmosphere data. A reefer set point is an equipment control setting and not a warranty of cargo core or pulp temperature.
- 8.5 Carrier, terminal, depot, cold-store, sensor and platform data may be delayed, incomplete, averaged, interrupted or measured at a different location and is supplied for information only unless a written service level states otherwise. The Customer shall not rely on it as the sole control for cargo safety, legal compliance, stock release or quality decisions.
- 8.6 Carriers, depots, terminals, cold stores and equipment providers control equipment, calibration, maintenance, power and physical custody. The Company's responsibility for their acts or omissions is limited by clause 3.7 and the BIFA Conditions.
- 8.7 No transit estimate, arrival date, temperature report, release message or communication is a warranty of arrival condition, quality, merchantability, shelf life, market acceptance or fitness for sale. If instructions are missing, conflicting, impracticable or unsafe, the Company may seek clarification, refuse or suspend the Service or exercise any applicable discretion under the BIFA Conditions; in an emergency it may take reasonable protective steps at the Customer's risk and expense.
- 8.8 The Customer shall maintain adequate cargo insurance, including temperature variation and delay-related extensions where commercially available, and preserve contemporaneous evidence of any alleged deterioration. The applicable claims notification and suit time bars in the BIFA Conditions apply strictly.
- 8.9 The provisions of the BIFA Conditions concerning goods requiring special arrangements and dangerous, damaging, pest-bearing, contaminating or tainting goods apply. Acceptance of fresh produce does not constitute acceptance of fumigants, dry ice, controlled-atmosphere gases, chemical treatments or another safety, contamination, pest or regulatory risk unless fully disclosed and specifically accepted in Writing.

9. RECEIVING, DESTINATION, DELIVERY AND RELEASE AGENCY

- 9.1 Where the Company acts as receiving, destination, delivery or release agent, its role is limited to receiving and transmitting information, arranging formalities, collecting agreed charges and communicating or procuring release in accordance with written instructions. The applicable BIFA provisions concerning delivery and release instructions apply.
- 9.2 The Company may require original documents, electronic title or release confirmation, identity documents, authority, payment, security, customs clearance and carrier or terminal approval before acting, and may refuse or delay a release where evidence or instructions reasonably appear insufficient, inconsistent, fraudulent, unlawful or unsafe.
- 9.3 The Company may rely on a release instruction, telex release, electronic bill, carrier or principal message and platform record which reasonably appears authentic. It is not responsible for an undisclosed forgery, compromise or unauthorised instruction unless loss results from its failure to exercise the reasonable care, diligence, skill and judgment required by the BIFA Conditions.
- 9.4 A release or delivery instruction may be irreversible once transmitted or acted upon. The Customer bears the consequences and charges of a late, ambiguous, conflicting or changed instruction. Any liability for release, non-release or misdelivery is subject to the applicable BIFA provisions concerning delivery and release instructions and to the applicable exclusions, limitations and time bars in the BIFA Conditions.

10. ELECTRONIC COMMUNICATIONS, DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 10.1 The parties may communicate, contract, sign, issue instructions and retain records electronically. The Customer is responsible for its users, access permissions, passwords, API credentials, devices and cybersecurity and shall promptly notify compromise.
- 10.2 Websites, portals, applications, tracking tools, integrations, reports and automated notifications are provided on an "as available" basis unless a written service level states otherwise. The Company may suspend access or reject an instruction to protect systems, data, funds, users or cargo.
- 10.3 Data originating from carriers, ports, terminals, customs systems, depots, sensors, mapping services or other third parties is passed on without independent warranty of accuracy, completeness or timeliness.

- 10.4 A purported change to the Company's bank details is ineffective unless verified through a separate known communication channel. The Customer shall independently verify unusual payment or release requests. The Company is not liable for payment to a fraudulent account where the Customer failed to follow a notified verification procedure, except to the extent liability cannot lawfully be excluded.
- 10.5 Each party shall comply with Data Protection Laws. For ordinary forwarding, customs, release, billing, compliance, claims and administration, each party ordinarily acts as an independent controller. The Customer warrants that it may lawfully disclose personal data and has provided required privacy information. The Company may disclose data to Protected Persons, authorities, insurers, advisers, banks and technology providers as reasonably required, including lawful international transfers.
- 10.6 Where and only to the extent the Company processes personal data solely on the Customer's documented instructions as processor, Schedule 2 applies.
- 10.7 Each party shall keep the other's non-public commercial, operational, pricing and technical information confidential and use it only to perform, administer or enforce the contract. This obligation does not apply to information which is public other than through breach, was lawfully known without restriction, is lawfully received from a third party without a duty of confidence, or is independently developed. A party may disclose confidential information to its personnel, Protected Persons, authorities, insurers, banks and professional advisers who need to know it and are subject to appropriate confidentiality obligations, or where disclosure is required by law. Where lawful and practicable, the disclosing party shall be notified before a compulsory disclosure. These obligations survive termination for three years, and for trade secrets for so long as they remain confidential.
- 10.8 Intellectual property in the Company's or an Associated Company's platforms, templates, databases, reports, methodologies, interfaces and content remains with its owner. The Customer receives only a limited, non-exclusive, non-transferable licence to use outputs for its internal business and the relevant Services.
- 10.9 Nothing in this clause increases the Company's liability beyond the applicable limits in the BIFA Conditions or disapplies the applicable claims notification and suit time bars, except where liability cannot lawfully be excluded or limited.

11. INSURANCE AND CLAIMS ASSISTANCE

- 11.1 The Customer is responsible for determining its insurance requirements and for arranging and maintaining adequate cargo and other insurance at its own cost against all risks arising in connection with the Goods and Services, including, where appropriate, loss, damage, temperature variation, deterioration, delay, rejection, demurrage and detention. A declaration of value or provision of information to the Company does not constitute an instruction to insure or an agreement by the Company to accept increased liability.
- 11.2 At the Customer's written request, the Company may introduce the Customer to an independent insurance broker and may provide limited administrative assistance in facilitating insurance arrangements and communications between the Customer and that broker. This may include transmitting factual information, applications, instructions, documents and communications supplied by the Customer or broker. The Company may rely on such information and instructions without independently verifying their accuracy, completeness or adequacy.
- 11.3 The Company does not provide insurance advice, a personal recommendation or a demands-and-needs assessment; compare products or insurers; determine whether cover is suitable or adequate; select or negotiate cover, limits, exclusions, deductibles, premiums or policy terms; or hold itself out as an insurer or insurance broker. All advice, recommendations, regulatory disclosures and insurance placement services shall be provided by the broker or insurer.
- 11.4 The Customer is responsible for providing complete, accurate and timely disclosures; reviewing and approving applications, quotations and policy documents; paying premiums when due; obtaining confirmation from the broker or insurer that cover is in force; and complying with the policy. No insurance shall be regarded as effected merely because the Company has transmitted an instruction, application, document or communication.
- 11.5 Any insurance contract is between the Customer and the insurer, whether through a broker or otherwise. Except to the extent finally determined to result directly from the Company's breach of an expressly accepted administrative obligation, the Company is not responsible for an act or omission of a broker or insurer, a failure or delay in placing cover, the adequacy, validity, avoidance or cancellation of a policy, any exclusion, deductible, warranty or condition, the solvency of a broker or insurer, or the acceptance, rejection, adjustment or settlement of a claim. The Customer shall pursue an insurance dispute directly against the relevant broker or insurer.
- 11.6 The Company may provide factual shipping, customs, release, temperature or operational records in its possession to the Customer or broker. Unless separately agreed in Writing and lawfully permitted, the Company does not undertake to notify, prepare, present, negotiate or settle an insurance claim. Assistance with a recovery claim against a carrier or other Service Provider is a separate Service and remains subject to the Conditions.
- 11.7 The Company does not accept an instruction to arrange insurance unless it expressly confirms in Writing that it accepts that instruction and is legally entitled to perform the agreed activity. Limited administrative facilitation under this clause does not of itself constitute such acceptance of an instruction to arrange insurance, and liability arising from that facilitation remains subject to the applicable exclusions, limitations and time bars in the BIFA Conditions. The Company may decline, suspend or restrict insurance-related assistance where reasonably required for legal or regulatory compliance.

12. PROTECTION OF ASSOCIATED COMPANIES AND OTHER PROTECTED PERSONS

- 12.1 Each Protected Person is entitled to rely on and enforce every exemption, defence, liberty, indemnity, limitation and time bar available to the Company under the Conditions as if made expressly for that Protected Person, but only in respect of its involvement in or exposure arising from the relevant Services.
- 12.2 The Customer shall not make a claim against a Protected Person which seeks to avoid or exceed the Conditions and shall indemnify the Company and the Protected Person against the consequences of such a claim, consistently with the protections and indemnities available under the BIFA Conditions.
- 12.3 The total aggregate liability of the Company and all Protected Persons arising from the same event, occurrence, breach, series of breaches or BIFA calendar-year aggregation shall not exceed the single applicable limit under the BIFA Conditions. There shall be no double recovery.

- 12.4 Each Protected Person is expressly identified as a member of the class "Protected Persons" and may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, including to rely on an exclusion or limitation in a contract of carriage to the extent permitted by that Act. The Company and Customer may vary, rescind or terminate the contract without a Protected Person's consent.
- 12.5 This clause does not impose any obligation on a Protected Person, make an Associated Company or other Protected Person a party merely because it is involved in the Services, or make the Company liable for its acts or omissions. It does not prevent the Customer pursuing a Service Provider under a separate direct contract, subject to that Service Provider's applicable terms.

13. COMPLIANCE, DURATION AND GENERAL TERMS

- 13.1 The Customer shall comply with laws applicable to the Goods, transaction and instructions, including Customs Laws, sanctions, export controls, food and phytosanitary rules, anti-bribery and anti-fraud requirements. The Company may screen, refuse, suspend, report or terminate an instruction where performance could expose a Protected Person to legal, sanctions, security or safety risk.
- 13.2 Where a claim, investigation, customs assessment, penalty or proceeding arises from the Customer's instructions, information, Goods or breach, the Customer shall provide documents, assistance and security reasonably required. The Company may control or participate in the response, defence, settlement or appeal where its interests or those of a Protected Person are affected. The Customer shall not make an admission or settlement on their behalf without written authority and shall reimburse costs covered by an indemnity under the BIFA Conditions or another applicable indemnity.
- 13.3 Without limiting any relief available under the BIFA Conditions, the Company is not in breach and may suspend, delay, vary the means, route or procedure, engage alternative Service Providers or terminate the affected Service where performance is prevented, delayed or materially impaired by an event beyond its reasonable control, including severe weather, fire, flood, epidemic, war, sanctions, cyber incident, labour dispute, port, terminal or carrier disruption, congestion, interruption of utilities or communications, or an act or requirement of an authority. Where practicable, the Company shall notify the Customer and take reasonable steps to mitigate the effect. The Customer remains liable for accrued charges, unavoidable commitments and reasonable additional costs incurred in protecting the Goods or responding to the event.
- 13.4 This framework agreement continues until either party gives three (3) Months written notice, but the Company is not obliged to accept a new instruction. The Company may terminate immediately for material breach, non-payment, failure to provide security, insolvency, illegality, sanctions or serious compliance or safety risk. Termination does not affect accepted Services, accrued rights or provisions intended to survive.
- 13.5 The Customer may not assign, transfer, charge or otherwise deal with its rights or obligations without the Company's prior written consent. The Company may assign receivables and may transfer, delegate or subcontract performance to an Associated Company or Service Provider.
- 13.6 No delay, indulgence or partial exercise is a waiver. If a provision is invalid or unenforceable, it shall be read down or severed to the minimum extent necessary and the remainder continues.
- 13.7 For contractual notices, the Company's address is its registered office stated on the first page and its email address for contractual notices is legal@goglobal.group. The Customer's address is its registered office or trading address stated in Part A and its email address is the "Email for notices" stated in Part A. Each party selects those details for the receipt of notices under the Contract.
- 13.8 A notice may be delivered by hand, sent by prepaid recorded or tracked post, or sent by email. An email notice is received when it enters the recipient's information system without an automated failure or rejection message. A notice received after 17:00 at the place of receipt, or on a day which is not a Business Day, is deemed received at 09:00 on the next Business Day. Operational communications may also be sent through an agreed electronic platform.
- 13.9 A party may change its notice address or email by giving notice under this clause. The change takes effect three (3) Business Days after receipt, or on a later date stated in the notice. Until then, the other party may rely on the previously notified details.
- 13.10 This clause governs contractual notices only. Service of court proceedings, arbitration notices or other formal process shall be effected in accordance with the applicable procedural rules or a separate written agreement expressly accepting service by email.
- 13.11 The Conditions and an accepted quotation or special agreement form the entire agreement for the relevant Services. The Customer has not relied on a statement not recorded in them, but nothing limits liability for fraud or fraudulent misrepresentation.
- 13.12 Except for the adoption of a replacement or revised edition of the BIFA Conditions in accordance with clause 2, a variation is effective only if in Writing and signed by an officer of the Company, except for a rate adjustment permitted by clause 5 or a credit change permitted by the applicable payment and credit provisions of the BIFA Conditions. Except for Protected Persons under clause 12, no non-party may enforce a term under the Contracts (Rights of Third Parties) Act 1999.
- 13.13 The governing law, jurisdiction and arbitration provisions in the BIFA Conditions apply.
- 13.14 Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or another liability which cannot lawfully be excluded or limited. Subject to that, all exclusions, limitations, indemnities and time bars apply to the fullest extent permitted by law.

Schedule 1 — Standing Direct Customs Representation Authority

This Schedule is the Customer's standing written empowerment for direct customs representation. It must be completed and signed before the Company or a customs sub-agent submits a declaration as direct representative.

Customer legal name	
Company number	
Registered office	
UK establishment address	
GB EORI	
XI EORI (if applicable)	
VAT number	
Duty deferment / cash account details	
Customs and compliance contact	

- 1 The Customer appoints GoReefers UK Ltd (the Company) to act in the Customer's name and on its behalf as a direct customs agent under section 21 of the Taxation (Cross-border Trade) Act 2018 and equivalent applicable customs law, for import and export declarations and related customs formalities instructed by the Customer.
- 2 This authority is for direct representation only. It does not authorise the Company or a customs sub-agent to act as an indirect representative or in its own name on the Customer's behalf. If direct representation is not legally available, or the Customer is not eligible to appoint a direct representative, the Company may refuse to submit or continue with the relevant declaration without liability.
- 3 The Customer expressly authorises the Company, where reasonably necessary or desirable, including where a consignment is rerouted or the Company does not hold a required system, port, airport, location or badge access, to appoint a customs sub-agent to prepare, submit or process a declaration or related customs formality covered by this authority. The sub-agent shall, where legally permitted, act under this authority as the Customer's direct representative and use the applicable direct-representation status code (currently code 2). The Customer authorises the Company to provide the sub-agent with this authority and the Customer's relevant instructions, documents and information.
- 4 Where required by HMRC's Customs Declaration Service, an authorised sub-agent may enter its own details in the applicable declarant fields and the Company's details in the applicable representative fields. Those technical entries do not authorise indirect representation, make the Company or sub-agent the importer or exporter, or alter the allocation of responsibility arising from direct representation.
- 5 The Customer confirms that it is legally eligible for direct representation, is established and registered where required, holds the stated EORI, VAT and other registrations and authorisations, and is the importer, exporter or other principal legally entitled to instruct each declaration.
- 6 The Customer shall provide complete, accurate, lawful and timely instructions, invoices, commodity codes, descriptions, quantities, values, origin and preference information, procedure codes, licences, certificates, permits and other information required for each declaration. The Company and any authorised sub-agent may rely on that information without independently verifying it. Any review, query or assistance by the Company or a sub-agent does not relieve the Customer of responsibility. The Customer gives the applicable warranties under the BIFA Conditions and clause 7 of the Supplementary Conditions
- 7 Subject to mandatory law, the Customer is and remains responsible for all customs debt, import VAT, excise duty, anti-dumping or countervailing duty, levies, interest, penalties, guarantees and other customs or border obligations arising from a declaration or customs formality carried out under this authority. The Customer shall indemnify the Company and each authorised customs sub-agent on demand against all such amounts and against all liabilities, losses, assessments, claims, charges and reasonable professional and administrative costs arising from or connected with the Goods, the Customer's transaction or procedure, any declaration made under this authority, inaccurate, incomplete or late information or instructions, the Customer's breach of law or the Conditions, or the use of a customs facility at the Customer's request. This indemnity does not apply to the extent that the relevant amount is finally determined to have resulted directly from the fraud, wilful misconduct or failure to exercise reasonable care, diligence, skill and judgment of the party seeking the indemnity, or to the extent that liability cannot lawfully be indemnified

- 8 The Customer authorises use of its CDS cash account, duty deferment account, guarantee, postponed import VAT accounting status or other customs facility only where separately instructed and authorised through the applicable HMRC process. Use of a facility belonging to the Company or a sub-agent and payment of the related amounts are governed by clause 7.8 of the Supplementary Conditions.
- 9 This authority applies to declarations instructed after signature and continues until written revocation has been received by the Company. Revocation does not affect a declaration or instruction already acted upon, any customs debt or other obligation arising from it, or any accrued reimbursement or indemnity right.
- 10 The Customer confirms that it has been provided with the Supplementary Conditions and either a copy of, or access through the specific hyperlink to, the applicable BIFA Conditions, accepts both, and agrees that they apply to this authority and the related customs Services.

Execution of customs authority

Customer legal name	
Authorised signatory	
Position	
Signature	
Date	
Email for notices	

Schedule 2 — Data processing terms (where the Company acts as processor)

This Schedule applies only to the extent that, in providing a particular Service, the Company processes personal data on behalf of the Customer as a processor within the meaning of applicable Data Protection Laws. It does not apply to processing for which the Company determines the purposes and means or otherwise acts as an independent controller, including processing for freight forwarding, customs, cargo release, compliance, security, accounting, claims, debt recovery and legal-record purposes. The Company may act as a controller and processor in respect of different processing activities under the same Services.

- 1 Processing details.** The subject matter is the provision and support of the relevant Services; duration is the contract and lawful retention period; and the nature and purpose include receipt, organisation, storage, retrieval, transmission, tracking, documentation, reporting, support and deletion. Data subjects may include personnel, consignors, consignees, drivers, suppliers and representatives. Data may include business contact, identity, signature, shipment, customs, location and access-log information. Special-category and criminal-offence data is excluded unless expressly agreed and lawful.
- 2 Instructions and confidentiality.** The Company shall process personal data only on documented instructions, including for international transfers, unless UK law requires otherwise, and shall ensure authorised personnel are subject to confidentiality.
- 3 Security.** Taking account of the state of the art, cost, nature, scope, context and risk, the Company shall implement appropriate technical and organisational measures consistent with Article 32 UK GDPR.
- 4 Sub-processors.** The Customer gives general written authorisation for Associated Companies and Service Providers to act as sub-processors where reasonably required. The Company shall impose materially equivalent data obligations and remains responsible to the extent required by Data Protection Laws. It shall make current categories or a list available and give reasonable notice of a material new sub-processor where practicable.
- 5 Assistance and breach.** Taking account of the nature of processing and information available, the Company shall provide reasonable assistance with data-subject requests, security, breach notification, impact assessments and regulator consultation, and shall notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer personal data. Reasonable costs are reimbursable unless caused by the Company's breach.
- 6 Return, deletion and retention.** At the end of processor Services, the Company shall, at the Customer's choice, return or delete Customer personal data and copies unless law or legitimate legal-claims retention requires storage. Routine backups may be deleted in the ordinary cycle if protected from further operational use.
- 7 Information and audit.** The Company shall make available information reasonably necessary to demonstrate compliance. No more than once in a 12-month period, unless a material incident or regulator requires otherwise, the Customer may audit systems, records and processing relevant to the Customer's personal data, on reasonable notice during business hours, subject to confidentiality, security, non-disruption and shall be undertaken at the Customer's reasonable costs. An independent audit report may satisfy this requirement.
- 8 International transfers and liability.** The Company shall use a lawful UK transfer mechanism where required. The applicable BIFA liability limits and claims and suit time bars, together with clause 10.9 apply to this Schedule to the fullest extent permitted by law.

Schedule 3 - Standing Indirect Customs Representation Authority

Complete only where the Company expressly agrees to act indirectly. This Schedule forms part of the Conditions.

Customer legal name	
Company number	
Registered office	
UK establishment address	
GB EORI	
XI EORI (if applicable)	
VAT number	
Duty deferment / cash account details	
Customs and compliance contact	

- 1. Appointment.** The Customer appoints GoReefers UK Ltd (company number 10056510) to act in its own name on the Customer's behalf as an indirect customs representative under section 21 of the Taxation (Cross-border Trade) Act 2018. This standing authority takes effect only when accepted in Writing by the Company and applies to instructions within the agreed scope.
- 2. Scope.** Unless separately agreed in Writing and legally permitted, this authority covers only ordinary imports into free circulation in Great Britain for a Customer not established in the UK. It excludes indirect exports, Northern Ireland movements, special customs procedures, transit guarantees, excise goods and goods subject to anti-dumping or other additional duties. Preference claims require supporting evidence; postponed import VAT accounting requires the Customer's eligibility and express written instructions.
- 3. Sub-agents and information.** The Customer authorises customs sub-agents as provided in clause 7.7 and disclosure to them of relevant instructions and documents. The Company remains the agreed indirect representative. The Customer gives the customs warranties and undertakings in the Conditions, including those concerning accurate information and supporting records.
- 4. Liability and indemnity.** The Customer acknowledges joint and several liability with the Company for Customs Duty and import VAT. The Customer shall reimburse and indemnify the Company and authorised customs sub-agents against customs debts, taxes, assessments, interest, lawfully indemnifiable penalties and reasonable costs arising from the agreed imports, including later assessments or loss of preference or relief.
- 5. Duration and acceptance.** This authority continues until written revocation is received by the Company. Revocation does not affect declarations already submitted or accrued payment and indemnity obligations. The Customer accepts the Supplementary Conditions and the applicable BIFA Conditions made available under clause 2.

Customer legal name	
Authorised signatory	
Position	
Signature	
Date	
Email for notices	