

TRADING AGREEMENT

1. The service

1.1 Service is provided between the hours of 08.00 and 17.30 Monday to Friday excluding bank holidays except if otherwise stated in individual tariff.

1.2 The service consists of transportation of goods under all terms of RHA Ltd. Conditions of Carriage 1998, effective 1 September 1998 for delivery as specified at time of shipment. Bullet Express reserves the right to appoint sub-contractors if necessary. In the event of delivery being placed with a sub-contractor the services provided for that shipment will be those specified to the sub-contractors Terms & Conditions.

1.3 This agreement covers shipments on the behalf of the company named only.

1.4 Whenever Bullet Express reasonably considers that for any reason a delivery cannot be made they will advise the customer of this whereupon the delivery will be made at either the Customers expense or excluded from the agreement upon a written declaration to that effect by Bullet Express to the Customer subject to a rebate by Bullet Express.

2. Customer Obligations

2.1 The Customer is required to pay 30 days from date of Statement, as agreed on Credit Application. Failing which service may be suspended and Bullet Express may terminate this agreement 7 days from that date.

2.2 The Customer will be absolutely obliged to:-

- (i) Ensure that goods are packed in a suitable manner for transportation.
- (ii) Supply all required documentation for shipment.
- (iii) Advise Bullet Express of all delivery requirements / demands made for proper delivery of consignment.

3. Duration and Termination

3.1 This agreement remains in force as long as charges are paid within the specified time period. If any sum due by the Customer to Bullet Express will not have been paid within the payment terms specified herein, Bullet Express shall be entitled to suspend the service and agreed tariff schedule until such time as such default on the part of the Customer will have been made good.

3.2 If the Customer shall have no continuing requirement for the service, this agreement may be cancelled by the Customer giving not less than 30 days written notice to that effect to Bullet Express, such notice to be given either by recorded postal delivery or by timed facsimile transmission..

3.3 Either party may terminate this agreement if the other party fails to remedy any breach of this Agreement within a period of 4 weeks from receiving notice in writing to do so.

4. Charges

4.1 Charges are as indicated on Customer tariff and are payable 30 days from month end. Revised charges will only be applicable on commencement, renewal of agreements or changes in profiles over a 3 month period. Bullet Express will advise the Customer of revised charges at least 30 days prior to renewal date. Individual charge rates are available on request.

4.2 Any service requirements not covered by Contract will be charged for individually by Bullet Express according to it's current scale of charges and are subject to our normal credit terms.

4.3 Any work undertaken by Bullet Express at the request of the customer outside of hours shown at 1.1 shall be charged at Bullet Express standard scale of charges for such service in force at that time and are subject to our normal credit terms.

4.4 Payment will not be held or delayed in any manner pending outstanding insurance claims raised. Full insurance cover available as outlined in RHA Conditions of Carriage 1998, effective 1 September 1998.

4.5 Bullet Express Limited reserve the right to change it's services, tariffs or Conditions of Carriage at any time by 7 days notice in writing. Bullet Express Limited reserve the right to withdraw it's services at any time by 7 days notice in writing.

4.6 Authorised Credit limit £5,000. Where credit limit is exceeded, Bullet Express reserves the right to refuse traffic unless immediate payment is made on account, or cash/cheque payment is received for work undertaken on that occasion.

4.7 Request for review of credit limit must be made in writing for the attention of Credit Controller.

5. Liability

5.1 *Bullet Express sole and total liability for any failure in whole or in part to provide the services or for any shortcomings in the provision thereof, shall be to make good such failure or shortcomings within 5 working days.*

5.2 *Bullet Express is not liable for damages caused by the errors or omissions on the behalf of the Customer or their agents.*

5.3 *The Customer will indemnify Bullet Express against any loss or damage to any property, or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the customer, its employees, agents or sub-contractors.*

5.4 *Notwithstanding anything else contained in this agreement, Bullet Express shall not be liable to the Customer for loss of profits or contracts, or other indirect or consequential loss howsoever caused.*

5.5 *Bullet Express is limited in liability under RHA Terms and Conditions of Carriage, effected 1 September 1998.*

6. Transfer

6.1 *This agreement is not transferable.*

7. Agreement

7.1 *This Agreement forms the entire agreement between the parties relating to the subject matter hereof. No modification of any provision of this Agreement shall be binding upon the parties unless made in writing and signed by a duly authorised representative of each of the parties.*

7.2 *If any of the provisions of this Agreement are determined to be illegal or otherwise unenforceable this shall have no effect on any provisions all of which shall remain in full force and effect.*

7.3 *Failure to enforce any right accrued to Bullet Express or the Customer under this agreement shall not constitute or be deemed to operate as a waiver thereof.*

7.4 *“Customer” means any company, firm, business, Organisation or individual to whom Services are supplied by Bullet Express.*

7.5 *The foregoing provisions are deemed to be incorporated into any contract for the sale of services by Bullet Express to the absolute exclusion of any contradictory or inconsistent terms or conditions printed on or incorporated by reference into any documents issued by the customer.*

7.6 *Bullet Express shall not be liable for delays or failures to otherwise perform hereunder if due to causes beyond it’s reasonable control, such as acts of God, acts of omission of the buyer, acts of omissions of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, riot,*

war, delays in transportation or inability to obtain labour, materials or manufacturing facilities.

8. Notice

8.1 *Any notice given hereunder may be sent by recorded delivery post addressed to the party to be served at it’s registered office for the time being or last known address, and notice so sent prepaid post shall be deemed to have been received by the party to which it is addressed at the time at which it would have been delivered in the ordinary course of post.*

9. Ownership of Goods

9.1 *All equipment belonging to the Customer in the charge of Bullet Express or their sub contractors remains the property of the Customer and may not be impounded in the event of litigation or liquidation. Further Bullet Express undertakes to return all equipment if any such event happens.*

10. Law

10.1 *This agreement shall be governed and construed in accordance with the laws of Scotland.*

We/I have read and accept your terms as outlined in this trading agreement.

Authorised Signature _____

Name _____

Position _____

Date _____

On Behalf Of **BULLET EXPRESS LTD**

Authorised Signature _____

Name **BRIDGET MACKAY**

Position **FINANCIAL DIRECTOR**

Date **12/01/2009**