



General Terms & Conditions 2021  
ONE Integrated Logistics Limited (UK) Ltd



**ONE INTEGRATED LOGISTICS LIMITED**  
**Terms and Conditions of Service**

**1. SCOPE OF CONDITIONS**

These terms and conditions shall govern and apply to all services provided to and by ONE INTEGRATED LOGISTICS LIMITED and shall supersede all previous terms and conditions and any other prior statements whether oral or in writing relating to the rates and conditions of ONE INTEGRATED LOGISTICS LIMITED services. ONE INTEGRATED LOGISTICS LIMITED shall not be bound by any agreement, which varies from these conditions, unless such agreement is in writing, and signed by an authorized officer of ONE INTEGRATED LOGISTICS LIMITED. In the absence of such written agreement, these conditions shall constitute the entire agreement between ONE INTEGRATED LOGISTICS LIMITED and each of its shippers and or suppliers. If there is a conflict between these Terms and Conditions of Service and the conditions of carriage on any ONE INTEGRATED LOGISTICS LIMITED express air waybill or other transit document, these Terms and Conditions of Service (or any subsequent addendums) will control.

**2. ARTICLES NOT ACCEPTABLE FOR TRANSPORT**

a) It is the shipper's responsibility to accurately describe the shipment on the air waybill and to ensure that no article set out below is tendered to ONE INTEGRATED LOGISTICS LIMITED for shipment.

b) ONE INTEGRATED LOGISTICS LIMITED will not carry:

- i. any article, the carriage of which is prohibited by any law, regulation or state or local government of any country from, to or through which the article may be carried; and
- ii. firearms, jewellery, currency, cashier's cheques, antiques, bullion, precious metals, stamps, money orders, plants, works of art, diamonds and other precious stones, deeds, travellers' cheques, animals;
- iii. negotiable instruments in bearer form, lewd, obscene or pornographic material, hazardous or combustible materials and industrial carbons.

c) In the event that any shipper should consign to ONE INTEGRATED LOGISTICS LIMITED any such article, as described above, or any item which the shipper has undervalued for customs purposes or mis-described, whether intentionally or otherwise the shipper shall indemnify and hold ONE INTEGRATED LOGISTICS LIMITED harmless from all claims, damages, fines and expenses arising in connection therewith, and ONE INTEGRATED LOGISTICS LIMITED shall have the right to abandon such property and/or release possession of said property to any agent or employee of any national or local government claiming jurisdiction over such articles.

**3. SERVICE RESTRICTIONS**

ONE INTEGRATED LOGISTICS LIMITED reserves the right to:

a) refuse any shipment at its sole discretion;

b) abandon carriage of any shipment at any time after acceptance when such shipment could possibly cause damage or delay to other shipments, equipment or personnel, or when any such carriage is prohibited by law or is in violation of any of the rules contained herein;

c) open and inspect any shipment.



#### **4. LIMITATION OF LIABILITY (International Express Services)**

Where the rules relating to liability established by the Warsaw Convention or the CMR Convention apply, our liability is governed by and shall be limited in accordance with such rules. Subject to applicable law, where the Warsaw Convention or the CMR Convention do not apply, liability to loss or damage shall be as follows:

ONE INTEGRATED LOGISTICS LIMITED will only be responsible for the shipment while it is within the custody and control of ONE INTEGRATED LOGISTICS LIMITED. ONE INTEGRATED LOGISTICS LIMITED'S LIABILITY IS IN ACCORDANCE WITH THE TERMS OFFERED BY THE CARRYING PARTY IT CHOOSES.

#### **5. CONSEQUENTIAL DAMAGES EXCLUDED**

ONE INTEGRATED LOGISTICS LIMITED SHALL NOT BE LIABLE IN ANY EVENT, FOR ANY CONSEQUENTIAL OR SPECIAL OR INCIDENTAL DAMAGE OR OTHER INDIRECT LOSS HOWEVER ARISING. WHETHER OR NOT ONE INTEGRATED LOGISTICS LIMITED HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, INTEREST, UTILITY OR LOSS OF MARKET.

#### **6. LIABILITIES NOT ASSUMED**

a) ONE INTEGRATED LOGISTICS LIMITED shall not be liable for any loss, damage, delay, mis-delivery, non-delivery resulting from:

- i. the act, default or omission of the shipper or consignee or any other party who claims an interest in the shipment;
- ii. the nature of the shipment or any defect, characteristic, or inherent vice thereof;
- iii. violation by the shipper or consignee of any term or condition stated herein including, but not limited to, improper or insufficient packing, securing, marking or addressing, mis-describing the contents of any shipment or failure to observe any of these rules relating to the shipments not acceptable for transportation whether such rules are now or hereafter promulgated by ONE INTEGRATED LOGISTICS LIMITED;
- iv. acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority or law, acts or omission of postal, customs or other government officials, riots, strikes, or other local disputes, hazard incidents to a state of war, weather conditions, temperature or atmospheric changes or conditions, mechanical or other delay, of any aircraft used in providing transportation services or any other cause reasonably beyond the control of ONE INTEGRATED LOGISTICS LIMITED;
- v. acts or omissions of any postal service, forwarder or any other entity to whom a shipment is tendered by ONE INTEGRATED LOGISTICS LIMITED for transportation, regardless of whether the shipper requested or had knowledge of such third party delivery requirement;
- vi. electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form, or damage due to insects or vermin.

b) While ONE INTEGRATED LOGISTICS LIMITED will endeavour to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, ONE INTEGRATED LOGISTICS LIMITED will not under any circumstances be liable for delay in pickup, transportation or delivery of any shipment regardless of the causes of such delay.



## **7. CLAIMS**

ANY CLAIMS AGAINST ONE INTEGRATED LOGISTICS LIMITED MUST BE SUBMITTED IN WRITING TO THE OFFICE OF ONE INTEGRATED LOGISTICS LIMITED NEAREST THE LOCATION WHERE THE SHIPMENT WAS ACCEPTED, WITHIN FOURTEEN (14) DAYS OF THE DATE OF ACCEPTANCE FOR SHIPPING BY ONE INTEGRATED LOGISTICS LIMITED. Notwithstanding the foregoing, no claim for loss or damages will be considered until all transportation charges have been paid in full.

## **8. NON-DELIVERY OF SHIPMENT**

In the event the consignee refuses delivery or to pay for delivery, the shipper shall be liable for all costs and expenses related to the shipment of the package, and for costs incurred in either returning the shipment or warehousing the shipment pending disposition.

## **9. CHARGES**

Any rates quoted by ONE INTEGRATED LOGISTICS LIMITED for carriage are inclusive of local airport taxes, but exclusive of any value added taxes, duties, levies, imposts, deposits or outlays incurred in respect of carriage of the shipper's goods. Should the shipper indicate by endorsement in the space provided on the air waybill that the consignee shall be liable for any customs duty, the shipper shall be liable for such customs duty in the event of a default in payment by the consignee. ONE INTEGRATED LOGISTICS LIMITED will not be liable for any penalties imposed or loss or damage incurred due to the shipper's documents or goods being impounded by customs or similar authorities.

## **10. CREDIT TERMS AND PAYMENTS**

The client shall pay ONE INTEGRATED LOGISTICS LIMITED within thirty (30) days of the date of the invoice. In the event of any dispute raised in good faith in relation to an invoice, the shipper shall not be obliged to pay the portion of the invoice in dispute until the dispute is resolved, however, all undisputed amounts in the invoice shall be paid within thirty (30) days of the date of the invoice.

- a). ONE-ILL issues all sales invoices electronically (by email), unless the Shipper requests in writing to receive such invoices by post. In such a case, ONE-ILL reserves its right to debit, per invoice, a fee equivalent to GBP 5.00 in the currency in which the invoice is issued.
- b). All our invoices are payable in cash and without discount to the registered office of ONE-ILL or its bank provider (RBS Invoice Finance) in the currency in which the invoice is issued.
- c). All invoices not paid within the agreed credit terms of (30) days will automatically and without prior notice accrue an interest rate specified from time to time in the Late Payments of Commercial Debts (Interest) Act 1998. This will be calculated daily from the Due Date until the date on which the obligation of the Customer to pay the sum is discharged (whether before or after any judgment).
- d). Any charges issued to ONE INTEGRATED LOGISTICS LIMITED that are in excess of 180 days from the date of original transaction/shipping will be refused for payment unless agreed in writing by the Managing Director and one other company Director.
- e). The rates to which we have offered are based on the customer providing the anticipated business levels discussed (new and existing customers). Should any (new or existing) customers be in receipt of further



discounted rates based on business level increases, these will be reviewed should the level of business decrease in subsequent periods.

ONE Logistics also reserve the right to adjust previous shipments' shipping charges (retrospectively) to reflect business levels provided, this in the event they are not at the levels discussed, or, previous years' levels, when working with further or newly provided discounted rates. Should any customer (new or existing) not generate the business levels discussed then rates will again be reviewed accordingly. Any charges adjusted retrospectively will be for the previous 6 months' activity.

In the event a customer terminates business arrangements with ONE Logistics during a calendar year, ONE Logistics reserve the right to amend charges for the shipments' managed year to date. As rates that are offered are based on annual/yearly projections, any termination will result in discounted rates provided during the course of that period being adjusted accordingly.

#### **11. ONE INTEGRATED LOGISTICS LIMITED'S OBLIGATIONS**

ONE INTEGRATED LOGISTICS LIMITED agrees, subject to payment of applicable rates and charges in effect on the date of acceptance by ONE INTEGRATED LOGISTICS LIMITED of a shipper's shipment, to arrange for the transportation of the shipment between the locations agreed upon by ONE INTEGRATED LOGISTICS LIMITED and the shipper. ONE INTEGRATED LOGISTICS LIMITED reserves the right to transport the shipper's shipment by any route and procedure and by successive carriers and according to its own handling, storage and transportation methods.

#### **12. SCHEDULE OF RATES**

For, and on behalf of ONE Integrated Logistics Limited International (UK) Limited