

TERMS AND CONDITIONS

1. All and any business undertaken by Emerald Movers International Ltd. (hereinafter called "the Company") is transacted subject to the conditions hereinafter set out each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its Customers. The Company is not a common carrier and only deals with goods subject to these conditions. No agent or employee of the Company has the Company's Authority to alter or vary these conditions.
2. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transactions relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
3. Any instructions given to the Company may in the absolute discretion of the Company be complied with by the Company itself by its own servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the goods to others on such conditions as such others may stipulate to perform part or all of the services.
4. Subject to express instructions in writing given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company shall be at liberty to do so.
5. Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer.
6. Except where the Company is instructed in writing to pack the goods the Customer warrants that all goods have been properly and sufficiently packed and/or prepared.
7. The Company is entitled to retain and be paid all brokerages, commission, allowances and other remunerations customarily retained by or paid to Shipping and Forwarding Agents (or Freight Forwarders) and Insurance Brokers.
8. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in the rates of freight, insurance premium or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.
9. The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for Customs. Consular and other purposes and he undertakes to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission is not due to any negligence.
10. The Customer shall be liable for any duties, taxes, imports, levies, deposits, outlays, of any kind levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.
11. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain responsible for the same if they are not paid by such consignee or other person.
12. No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the Insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.
13. (i) The Company shall only be responsible for the goods whilst they are in its actual custody and under its actual control and the Company shall not be liable for loss of or damage to goods or failure to deliver the goods unless it is proved that such loss or damage or failure to deliver the goods occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss or damage or failure to deliver the goods was due to the wilful neglect or default of the Company or its own servants.
(ii) The Company shall only be liable for any non-compliance with the instructions given to it if it is proved that the same was caused by the wilful neglect or default of the Company or its own servants.
(iii) Save as aforesaid the Company shall under no. liability in connection with the goods or instructions given to it.
(iv) Further and without prejudice to the generality of the preceding subcondition the Company shall not in any event be under any liability for any delay or consequential loss or loss of market, caused nor for any loss, damage or expense arising from or in any way connected with the marks, weights, numbers, brands, contents, quality or description of any goods however caused.
14. In no case shall any liability of the Company howsoever arising and notwithstanding that the circumstances or cause of loss or damage may be unexplained exceed the value of the goods or a rate of €1650.65 per tonne of 1000 kilos gross weight of the goods, which ever shall be the least.
15. In any event the Company shall be discharged from all liability:
 - (a) for loss from a package or an unpacked consignment or for damage, deviation or misdelivery (however caused), unless notice be received in writing within 3 days after the end of the transit where the transit ends in the British Isles or within fourteen days after the end of the transit where the transit ends at any place outside the British Isles.
 - (b) for loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment (however caused), unless notice be received in writing within twenty-eight days of the date when the goods should have been delivered.
16. (a) The Company shall not be obliged to make any declaration for the purpose of any statute or contract as to the nature or value of any goods or as to any special interest in delivery, unless required by law or expressly instructed by the Customer in writing.
(b) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehouseman or others, goods will be forwarded, dealt with etc., at Customer's risk or other minimum charges, and no declaration of value (where optional) will be made, unless express instruction in writing to the contrary have previously been given by the Customer.
17. Instructions to collect payment on delivery (C.O.D.) in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
18. Perishable goods which are not taken up immediately upon arrival which are insufficiently addressed marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the Customer.
19. The Company shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee or for any other reason, upon giving 21 days notice in writing to the Customer. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customer,

20. Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing they may nevertheless be destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression 'goods likely to cause damage' includes goods likely to harbour or encourage vermin or other pests.
21. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however caused.
22. Without prejudice to Condition 2 the Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or owner of the goods.
23. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or for any particular or general balance or other monies due from the Customer or the sender, consignee or owner to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the proceeds applied in or towards satisfaction of such indebtedness.
24. In addition to and without prejudice to the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the goods, and in particular the Customer shall indemnify the Company in respect of any liability it may be under to any servant, agent or subcontractor or any haulier, carrier, warehouseman or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever.
25. All agreements between the Company and its customers shall be governed by Republic of Ireland Law and be within the exclusive jurisdiction of the Republic of Ireland Courts.

CONDITIONS OF WAREHOUSING

1. In the Conditions "the Company" means Emerald Movers International Ltd. "The Customer" means the person contracting with the Company, whether directly or through an Agent. "Sub Contractor" means any person not an employee of the Company who performs the whole or any part of the Contract between the Company or the Customer. "Sub Contract" means a Contract expressed or implied between the Company and the Sub Contractor. "Howsoever caused" means whether or not occasioned by any act, neglect or default of the Company, or its servants or agents or any other person for whose acts, neglect or default the, Company may be liable.
2. The Company reserves the right to refuse to carry or warehouse any class or category of goods and all contracts with the Company are subject to those conditions.
3. The Company shall be at liberty without the consent of the Customer to sub Contract the whole or any part of the Contract to such person or persons and upon such terms and conditions as the Company may think fit and such terms and conditions shall be deemed to be incorporated in the contract between the Company and the Customer to the intent that the Company shall in no circumstances be under any greater liability to the Customer in respect of any claim arising out of any act, neglect or default of a Sub Contractor than such Sub Contractor is under to the Company for the same act, neglect, default provided that the Company shall not be bound to meet any claim for which it might be liable notwithstanding the preceding provisions of the Clause until the amount thereof has been received by the Company from the Sub-Contractor, nor to recover the amount thereof from the Sub-Contractor by action unless the costs of such action are borne by the Customer and an indemnity is given by the Customer to the Company against any costs which may be awarded to the Sub-Contractor.
4. The Company shall not be liable in respect of any claim unless made in writing within seven days of the facts giving rise to the claim first coming to the knowledge of the Customer, his servants, agents or principals.
5. The liability of the Company shall in no case exceed a total aggregate sum at the rate of €127 per tonne weight of the goods in respect of which a Claim arises and the Customer shall be deemed to have warranted to the Company that the value for all purposes of any goods in respect of which a Claim is made against the Company does not exceed €127 per tonne weight.
6. Notwithstanding anything contained in these Conditions or in any Quotation, Estimate or Consignment Note. the Company does not warrant that any goods will be received or delivered within any specified time and in no circumstances shall the Company be liable for loss arising out of any delay in the reception, transmission or delivery of goods howsoever caused.
7. The Company shall not in any circumstances be liable for :
 - (a) Any consequential loss or damage or
 - (b) For any loss or damage to or deterioration in goods caused or contributed to by inherent vice of the goods, insufficient or unsuitable packing, strikes, lock-outs, fire, civil commotion or riots. floods or burst pipes, or which constitute war damage as determined by any Act of the Oireachtas which has been promulgated or which will be promulgated at any time in the future, whether or not such loss, damage or deterioration shall have been contributed to or caused by any act, neglect or default of the Company or of its servants or sub-contractors
 - (c) any loss or damage to or deterioration in goods, not caused by the negligent act of the Company or of its servants in the course of their employment.
8. Where in the ordinary course of business any part of the Contract between the Company and the Customer is sub-contracted by the Company and such part of the Contract fails to be performed more than three (3) months after the date of Contract, then, if the sum charged by such subcontractor to the Company shall show an increase over the sum charged by similar subcontractors for a similar service at the date of the making of the Contract between the Company and the Customer, there shall be payable to the Company by the Customer in addition to the Contract rate a further sum equal to the amount of such increase.
9. No warranty shall be implied against the Company that any goods warehoused by the Company will be warehoused with reasonable skill and care or in any particular place, but all goods warehouse will be at the sole risk of the Customer and any other person interested in the goods and the Company shall not be liable for any loss or damage to or deterioration in any such goods howsoever caused. All Contracts for warehousing are on a weekly basis and may be terminated by the Company by one (1) week's notice in writing expiring at any time and any goods not removed by the Customer on or before termination of the Warehousing Contract, may be sold by the Company by auction or otherwise as it shall think fit at the expense of the, owner of the goods without the Company being liable for any loss thereby caused.
10. All prices are quoted without engagement and are subject to alteration at any time without notice unless otherwise agreed in writing,

11. The Company shall have a lien on all goods for all money due to it for storage or carriage of and other charges or expenses in connection with such goods and shall also have a General Lien on all goods for any moneys due to it from the owners of such goods upon any account whatsoever, and in case any such Lien is not satisfied within three (3) calendar months or in case of perishable goods within three (3) days from the date upon which, the Company shall first give notice to the owner of the goods requiring payment of any moneys due to the Company, the Company may without further notice to such owner sell the goods by auction or otherwise as it shall think fit at the expense of the owner of the goods without being liable for any loss thereby caused and the proceeds of sale shall be supplied in or towards satisfaction of every such lien and any expenses and charges incurred by the Company.
12. All Warehouse Rents are charged on a weekly basis and are liable to be increased. Notice of Increase will be sent to the Customer not less than seven (7) days prior to increase coming into operation and the Customer shall have the option of removing his goods from the Company's Warehouse on paying all charges then due. If goods are not removed before the increase comes into operation, the Customer shall be deemed to have agreed the increased rent and to be liable accordingly.
13. At least 24 hours notice of intention to collect or deliver goods from or to the Warehouse must be given to the Company, and no vehicle shall be loaded or unloaded at the Warehouse unless it reports for that purpose at least one (1) hour before normal closing time.
14. All notices required to be served by the Company on the Customer shall be deemed to have been duly served if sent by ordinary pre-paid post to the Customer at his last known abode or principal place of business and to have been received by the Customer on the day on which, in the ordinary course of post such notice would have reached him.
15. The Company's Servants or Agents have not authority to vary any of the foregoing conditions and any claim paid by the Company in excess of its liability under these conditions, shall be deemed to have been paid ex gratia and without prejudice these conditions. Customers are advised to insure their goods against the perils and contingencies excluded by the above conditions.

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