

CLARKSON PORT SERVICES LIMITED

Customs Services Terms and Conditions for Great Britain and Northern Ireland

V:1:20DEC2023

Effective 20 December 2023 (the "**Effective Date**")

1. Application of these Terms

- 1.1 These terms and conditions ("**Terms**") shall be effective from the Effective Date and replace and supersede any previous versions. These Terms represent the sole terms upon which the Company provides the Services to the Client.
- 1.2 Attention is drawn specifically to the exclusion and limitation of the Company's liability both in respect of the Services provided and generally as are set out in Clause 7, and the time bar in respect of claims by the Client as set out in Clause 14.

2. Definitions of words used in and interpretation of these Terms

- 2.1 In these Terms the following definitions apply:

"**Agreement**" means the contract pursuant to which the Company agrees to provide Services to the Client in accordance with these Terms, whether such contract is verbal and/ or in writing.

"**Affiliate**" means a company or other legal entity which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another entity; "**control**" (including the terms "**controls**", "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interest or other ownership interests, by contract, or otherwise).

"**Applicable Law**" means any and all laws and regulations (including without limitation any laws relating to money laundering, bribery and corruption) applicable to: (i) the exportation or importation of Goods; (ii) the declaration of Goods to the Customs Authority; (iii) the movement or storage of Goods; (iv) the collection of duties and taxes; or (v) any other Services agreed between Company and the Client.

"**Company**" means Clarkson Port Services Limited, its nominee or agent.

"**Client Information**" means all instructions (including without limitation any applicable tariff headings, any applicable quota codes/ references, Goods descriptions, customs procedure codes (CPCs), payment methods, VAT/ freight/ insurance/ adjustment amounts, incoterms, special procedures etc.), declarations, documents (including without limitation any applicable supplier invoices, bills of lading, air waybills, packing lists, certificates of origin,

statements of origin etc.) or data required or requested by the Company in respect of the Goods or the Services and (to the extent not already covered by the preceding) the information required to draw up a customs declaration on behalf of the Client.

"Customs Authority" means any relevant authority or government agency (including without limitation HMRC) which is responsible for the administration of the law or regulations relating to the importation, exportation, movement or storage of goods or the collection of duties and taxes.

"Client" means any person for whom the Company agrees to provide or arrange a Service, and includes the shipper, holder, consignee, receiver of the Goods, importer, exporter, any person owning or entitled to the possession of the Goods and anyone acting on behalf of or as principal of such person.

"Direct Customs Agent" means the Company acting in the name of and on behalf of the Client with the Customs Authority, as defined by Section 21 of the Taxation (Cross-Border Trade) Act 2018 or as amended, or any other authority.

"Direct Representative" means the Company acting in the name of and on behalf of the Client with the Customs Authority, as defined by Articles 18 and 19 of Regulation (EU) No. 952/2013 of the European Parliament and of the Council or as amended, or any other authority.

"Goods" means any products, items, merchandise and articles of every kind whatsoever including any container, chassis, trailer or similar equipment used for the purpose of carrying cargo.

"HMRC" means HM Revenue & Customs.

"Indirect Customs Agent" means the Company acting in its own name but on behalf of the Client with the Customs Authority, as defined by Section 21 of the Taxation (Cross-Border Trade) Act 2018 or as amended, or any other authority.

"Indirect Representative" means the Company acting in its own name but on behalf of the Client with the Customs Authority, as defined by Articles 18 and 19 of Regulation (EU) No. 952/2013 of the European Parliament and of the Council or as amended, or any other authority.

"Letter of Representation" means a letter from the Client to the Company under which the Company is appointed to act as the Client's Direct/ Indirect Customs Agent/ Representative (as applicable) in all dealings with the Customs Authority, in a form acceptable to the Company.

"New Client Form" means the form provided by the Client to the Company containing (i) its company and accounting information, and (ii) its agreement to be bound by these Terms, in a form acceptable to the Company.

"Parties" means together, the Company and the Client (each, a **"Party"**).

"Prohibited Person" means a person on any list of individuals or entities with whom transactions are currently prohibited or restricted by any Sanctions (including but not limited to the

consolidated list of financial sanctions targets in the European Union, United Kingdom or the US list of Specially Designated Nationals) or other Applicable Laws.

"Prohibited Goods" means any Goods, equipment or technology which, at the relevant time, may not lawfully be handled, stored or which is subject to any restriction (including the requirement for an export or import licence or other consent or permission) by reason of any Sanctions or other Applicable Laws.

"Sanctions" means any sanction, prohibition, restriction or penalty or any risk of any sanction, prohibition, restriction or penalty whatsoever imposed by any state, country, international governmental organisation or other relevant authority including but not limited to the United Nations, European Union, United Kingdom or United States of America.

"Services" means any customs-related service performed by the Company.

- 2.2 Headings in these Terms are for convenience and ease of reference only and shall not affect their interpretation.
- 2.3 In these Terms, unless the context requires otherwise:
 - 2.3.1 words in the singular shall be deemed to include the plural and vice versa;
 - 2.3.2 references to persons shall include bodies of persons whether corporate or otherwise;
 - 2.3.3 words importing the whole shall be treated as including a reference to any part of the whole;
 - 2.3.4 references to a party includes its successors and permitted assigns; and
 - 2.3.5 references to Clauses are references to clauses in these Terms.

3. Services provided by the Company to the Client

- 3.1 The Company will perform the Services:
 - 3.1.1 in accordance with these Terms;
 - 3.1.2 with the reasonable skill and care expected of a professional customs agent; and
 - 3.1.3 in accordance with any Applicable Law governing the Services or their subject-matter.
- 3.2 The Company may accept or reject any request from the Client to perform Services in its sole discretion. Each request from the Company shall be in writing and set out the nature of the Services required.
- 3.3 Prior to the Company commencing the Services:
 - 3.3.1 the Client shall provide Company with a completed New Client Form, signed by an authorised signatory of the Client with due authority to enter into the same on behalf of the Client;

- 3.3.2 the Client shall provide Company with a completed Letter of Representation, signed by an authorised signatory of the Client with due authority to enter into the same on behalf of the Client;
- 3.3.3 the Company shall be entitled to perform "know your client" ("KYC") checks on the Client, during which the Company may request certain information from the Client, and the Client shall provide all such information as soon as possible; and
- 3.3.4 if requested by Company, the Client shall provide Company with security (including without limitation letters of indemnity) in a form acceptable to Company in relation to all claims, liabilities, losses, damages, charges, fines, penalties, costs and expenses (including legal fees and expenses) of whatsoever nature arising from or in connection with provision of the Services by Company.
- 3.4 The Client shall provide updated information and/ or updated copies of the documents listed in Clause 3.3 above on an annual basis and/ or upon request by the Company. The Client shall promptly notify the Company of any changes to the Client's business which are material to the due diligence responsibilities of the Company.
- 3.5 Unless otherwise agreed in writing, the Company will act as Direct Customs Agent or Direct Representative (as applicable) on behalf of the Client in all dealings with the Customs Authority. Where the Company agrees to act as Indirect Customs Agent or Indirect Representative (as applicable), Client shall indemnify and hold harmless Company and its Affiliates against all costs (including legal costs), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered as a result of or in connection with the provision of the Services as Indirect Customs Agent or Indirect Representative (as applicable).
- 3.6 Unless otherwise agreed in writing, where the Client is acting as Indirect Customs Agent or Indirect Representative (as applicable) acting for and on behalf of a principal, the Company will act only as Direct Customs Agent or Direct Representative (as applicable) on behalf of the Client in all dealings with the Customs Authority.
- 3.7 Unless otherwise agreed by the Parties in writing, the Company shall be under no obligation to undertake any pre- or post-customs release action including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions and/or protests, etc.
- 3.8 The appointment under the Letter of Representation can only be withdrawn in writing, with prospective effect and on 14 days' notice.
- 3.9 By the completed Letter of Representation, the Client authorises the Company to carry out all actions encompassed by the Services which the Client requests the Company to perform, without requirement for specific further notification of authorisation in relation to each action.

4. The obligations and responsibilities of the Client

- 4.1 The Client shall provide, or procure the provision of the Client Information so that the Company can:

- 4.1.1 prepare and submit customs entries, export declarations, import declarations, transit declarations, applications, security filings, customs documentation or other required data in connection with the Services; and
- 4.1.2 undertake the Services in full conformity with any Applicable Laws.
- 4.2 The Client shall ensure that the Client Information is provided in a timely manner and represents, warrants and undertakes that the Client Information is accurate and complete. The Client is fully responsible for the accuracy and completeness of the Client Information and the Company accepts no liability in this regard. The Client shall have an affirmative and non-delegable duty to disclose all information required for the provision of the Services.
- 4.3 The Client undertakes and represents that the Company shall be entitled to accept, rely upon and act in accordance with the Client Information (whether verbal, written, or otherwise) in relation to any of the Services without enquiry as to the identity or authority of the person(s) giving or purporting to give such instructions and information or the accuracy and/or completeness of such Client Information.
- 4.4 The Client shall review all entries, declarations, applications, filings, and/ or documents prepared by the Company in connection with the Services and shall within 1 day (or such shorter period as may be notified by the Company) either (i) provide the Company with confirmation that all such entries, declarations, applications, filings, and/ or documents are accurate and complete, or (ii) advise the Company of any errors, discrepancies, incorrect statements or omissions. Failure by the Client to respond within such period constitutes confirmation by the Client that all such entries, declarations, applications, filings, and/ or documents are accurate and complete. In addition, the Client will be responsible for any additional or related measures or procedures required for the Services to be completed, including the proper discharge of transit procedures and providing proof of delivery in case of fiscal representation.
- 4.5 Where a Customs Authority requires a bond in connection with the Company's provision of the Services, the Client warrants that it shall be deemed to be bound by the terms of any such bond, including but not limited to instances where the bond has been executed by the Company as principal.
- 4.6 The Client represents, warrants and undertakes that:
 - 4.6.1 the Goods are wrapped, packaged, labelled, fit and ready for transportation, storage and customs clearance;
 - 4.6.2 the Goods are in compliance with all customs regulatory requirements;
 - 4.6.3 the Goods do not include any Prohibited Goods;
 - 4.6.4 neither the provision of the Services nor any payment or other transaction relating to the Services will or might expose the Company or its Affiliates to any Sanctions or any other non-compliance with any Applicable Law; and
 - 4.6.5 for the duration of the Services or the Agreement, whichever is longer, neither Client nor any person it trades with is a Prohibited Person or is owned or controlled by or is acting on behalf of a Prohibited Person.

- 4.7 Where the Client is an agent acting on behalf of a principal, the Client represents, warrants and undertakes to the Company that it has authority:
- 4.7.1 to act on the principal's behalf as a Direct/ Indirect Customs Agent/ Representative (as applicable) in all dealings with the Customs Authority; and
- 4.7.2 to delegate customs-related services to the Company as a Direct/ Indirect Customs Agent/ Representative (as applicable) of the declarant.

5. Fees

- 5.1 The Client shall pay fees to the Company for the Services provided (the "**Fees**"). The Fees shall be as specifically agreed in writing between the Client and the Company or, in the absence of any such written agreement, as set out in the last updated version of the Company's rates.
- 5.2 Fees are exclusive of all tax and duties, which will, where required or applicable, be payable by the Client in addition to the Fees.
- 5.3 If the Client wishes to cancel the Services after they have been commenced by the Company, acceptance of such cancellation shall be in the Company's sole discretion and the Company is entitled to charge a reasonable cancellation fee.

6. Payment of Fees

- 6.1 The Client shall pay all invoices in full without any set-off, counterclaim, restriction, condition, deduction or withholding whatsoever within the number of days agreed between Company and the Client, or as set out on the relevant invoice. In the absence of any such agreement or where payment terms are not set out in the Company's invoice, the Client shall pay such invoice within thirty (30) days of the invoice date.
- 6.2 Where payment of the Fees is not made on the due date and without prejudice to the Company's rights, the Company will be entitled to charge interest on the overdue amount at the annual rate of 3% per annum above the base rate from time to time of Barclays Bank plc calculated on actual/360 day basis, compounded monthly and accrued from the due date until the date of payment whether before or after judgment (a part of a month being treated as a full month for the purpose of calculating such interest).
- 6.2.1 Time for payment shall be of the essence. Any failure to make payment in strict accordance with the terms of this Clause will entitle the Company to treat the Client as in breach of a condition of the Agreement and to terminate the Agreement and claim damages for loss of benefit of the Agreement.
- 6.2.2 The Client shall be solely liable for all customs duty, VAT, anti-dumping duty, countervailing duty or any other taxes, duties, charges or levies whatsoever as may apply to the Goods whether actual or potential, or whether charged to the Company or the Client. Unless otherwise agreed in writing, all such taxes, duties, charges or levies incurred or likely to be incurred by the Company in the provision of the Services shall:
- 6.2.2.1 be prepaid by the Client on first written demand; or if pre-payment is not requested by the Company,

- 6.2.2.2 the Client shall reimburse Company for such customs duties or charges within five (5) days of receipt of the relevant invoice.

7. Exclusion and limitation of liability on the part of the Company

- 7.1 Notwithstanding anything contained elsewhere in these Terms, the Client accepts and agrees to the following provisions excluding and limiting the liability of the Company and its Affiliates.
- 7.2 Neither the Company (nor any of its Affiliates) shall be liable for:
- 7.2.1 loss of profits, loss of anticipated savings, loss of use, loss of or interruption to business, loss of market reputation or loss of goodwill;
 - 7.2.2 loss caused by any event or cause that the Company was unable to avoid and/or the consequences of which could not have been prevented by the exercise of reasonable diligence;
 - 7.2.3 loss which was not solely caused by the act or omission of the Company; and
 - 7.2.4 indirect or consequential loss.
- 7.3 The total liability of the Company and its Affiliates arising out of or in connection with the Services shall in no circumstances exceed the amount of Fees payable to the Company by the Client in respect of the Services in connection with which the claim arises.
- 7.4 The Client will save, indemnify, defend and hold harmless the Company and its Affiliates from and against claims, loss, damage, costs (including legal costs), expenses and liabilities, (including without limitation liability to third parties) of any kind whatsoever and by whomsoever made in excess of the maximum liability provided for under Clause 7.3.
- 7.5 The exclusions from and limitation of liability set out above and together with the indemnity and hold harmless obligation set out above shall apply irrespective of cause and notwithstanding the breach of contract, negligence, breach of duty or other failure of any kind of the Company or its Affiliates or of the Company's (or other such Affiliate's) employees, agents or sub-contractors and shall apply whether the claim or liability is one in tort (including negligence), for breach of contract or under or in respect of any other cause of action in law or in equity.
- 7.6 The Client undertakes, warrants and represents to the Company that it has specifically considered the limits and exclusions of liability and the indemnity set out in this Clause (and in Clauses 3.5 and 8) and that it considers them to be fair and reasonable and a commercial allocation of risk in relation to the consequences of having regard to the nature of the Services, the Fees paid for such Services by the Client and all other circumstances relating to the Services known to the Client and the Company.

- 7.7 However, nothing in this Clause will limit or exclude the liability of the Company (or any of its Affiliates) for fraud or fraudulent misrepresentation or for death or personal injury caused by the negligence of the Company or such other company.

8. Obligation of the Client to Indemnify the Company against Claims, Liabilities etc.

- 8.1 Notwithstanding anything contained elsewhere in these Terms, the Client accepts and agrees to the following provisions obliging it to bear responsibility for and to indemnify the Company (and of its Affiliates) in respect of the matters set out below.
- 8.2 The Client shall save, indemnify, defend and hold harmless the Company and its Affiliates from and against all claims, loss, damage, costs (including legal costs), expenses and liabilities, (including without limitation liability to third parties), orders, awards, fines, proceedings and judgments of any kind whatsoever arising out of or in connection with:
- 8.2.1 the Company or any of its Affiliates acting in consequence of the Client's instructions;
 - 8.2.2 any breach by the Client of any obligation contained or undertaking or representation in these Terms or the negligence of the Client;
 - 8.2.3 any duties, taxes, fines, penalties or charges levied by any authority (including any Customs Authority) in relation to the Services; and
 - 8.2.4 any liability assumed or incurred by the Company or any company within the Group to any other party as a result of carrying out the Client's instructions.
- 8.3 If the Client becomes aware of any claims or circumstance which might involve litigation or arbitration concerning the Services, the Client shall immediately inform the Company.

9. Termination of the Agreement

- 9.1 Without prejudice to its other rights of termination in law and to claim damages, the Company shall be entitled to terminate the Agreement with immediate effect and without any liability whatsoever on its part by giving written notice to the Client.
- 9.2 Without prejudice to any other rights including rights as to damages, if the Agreement is terminated or cancelled whether under the provisions of this Clause or otherwise howsoever by the Company or by the Client:
- 9.2.1 the Client will pay the Company all Fees earned and recoverable costs incurred in respect of the Services performed up to the date of the termination or cancellation (as applicable) of the Services; and
 - 9.2.2 the Client will in addition pay any reasonable costs and/or expenses incurred by the Company as a result of the termination or cancellation (as applicable).

10. Force Majeure

- 10.1 Neither Party shall be liable for any failure to perform or delay in performance of its obligations hereunder if and in so far as and for so long as such performance is delayed or prevented by the other's acts or omissions, or by circumstances beyond its reasonable control including but not limited to strikes, lockouts, labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war whether declared or not, terrorism, adverse weather or prolonged power failure or similar event (each, an "**Event of Force Majeure**").
- 10.2 Notwithstanding the above, an Event of Force Majeure shall not, under any circumstances, excuse any payment obligation of the Client.
- 10.3 In the event that the circumstances constituting Force Majeure continue for an uninterrupted period of ninety (90) days, either Party may terminate the Agreement immediately by giving written notice to the other Party.

11. Confidentiality

- 11.1 Where the Client is given information (the "**Receiving Party**") stated by the Company (the "**Disclosing Party**") to be of a confidential basis ("**Confidential Information**") the Receiving Party shall hold that Confidential Information in confidence and shall not disclose it to any other party without prior permission from the Disclosing Party. This obligation shall not however extend to information which (i) was already or becomes known to the Receiving Party through other sources not subject to such an obligation of confidentiality (ii) is or becomes known to the market generally other than as a result of a breach of this obligation and (iii) the Receiving Party is obliged to disclose pursuant to an order of a court or other such authority.
- 11.2 The Receiving Party may disclose Confidential Information to those of its officers, employees, Affiliates and professional advisers (i) who reasonably need to receive the Confidential Information to enable the Receiving Party to perform the Services and (ii) who have been informed by the Receiving Party of the confidential nature of the Confidential Information.
- 11.3 The Client consents to the Company including the Client's name, trademark and/or logo on the Company's website and other promotional materials for marketing purposes.
- 11.4 In all cases the obligation of confidentiality shall be deemed to end one (1) year after the end of performance of the Services in question.
- 11.5 If the Parties have entered into a non-disclosure agreement ("**NDA**") regarding the disclosure of Confidential Information, the terms and conditions of the NDA shall apply regarding such disclosure to the exclusion of this Clause.

12. Data Protection

- 12.1 In this Clause 12:

- 12.1.1 "**Agreed Purpose**" means providing, receiving or requesting Services under this Agreement;
- 12.1.2 "**Data Breach**" means any unauthorised or unlawful access, disclosure, alteration and/or destruction or any misappropriation in any case by a third party of or in relation to Supplied Personal Data;
- 12.1.3 "**Data Protection Legislation**" means, to the extent applicable to this Agreement: (i) the European Regulation (EU) 2016/679 and Directive 2002/58/EC ("**GDPR**"); (ii) the United Kingdom Data Protection Act 2018; (iii) any successor legislation made pursuant to them, or which amends, replaces, re-enacts or consolidates the same. "**Controller**", "**Data Subject**" and "**Personal Data**" have the meanings ascribed in the Data Protection Legislation;
- 12.1.4 "**Permitted Recipients**" means the Parties to this Agreement, their employees and any third parties engaged in connection with the Services; and
- 12.1.5 "**Supplied Personal Data**" in relation to a Data Subject means his or her email address, phone number and any other Person Data shared in the performance of the Agreement.
- 12.2 Each party acknowledges that it may disclose Supplied Personal Data that it has collected to the other party and accordingly each party shall comply with its obligations as a Controller under the Data Protection Legislation. The parties also acknowledge that it is not their intention to be considered joint Controllers in relation to any Personal Data. Each party shall also:
- 12.2.1 as provider, ensure (by means of appropriate notices, consents or otherwise) that the Supplied Personal Data it provides is lawfully transferred to and for use by the other party;
- 12.2.2 as receiver of Supplied Personal Data, process it only for the Agreed Purpose and not disclose or allow access to it to anyone other than the Permitted Recipients;
- 12.2.3 ensure that all Permitted Recipients are subject to appropriate written obligations (including as to confidentiality) concerning the Supplied Personal Data;
- 12.2.4 comply with the rights of Data Subjects whose Personal Data is processed under this Agreement;
- 12.2.5 ensure that it has in place appropriate technical and organisational measures to protect the security, confidentiality and integrity of the Supplied Personal Data and notify the other party without undue delay on becoming aware of a Data Breach; and
- 12.2.6 not transfer any Personal Data received from the other outside the UK and/or EEA except in conformity with the Data Protection Legislation.
- 12.2.7 Each Party will provide reasonable assistance to the other in complying with the Data Protection Legislation and accordingly will:
- 12.2.7.1 consult with the other on any notices to Data Subjects concerning Supplied Personal Data;
- 12.2.7.2 promptly inform the other on receipt of a Data Subject access or other request;

- 12.2.7.3 not disclose or release any Supplied Personal Data in response to a Data Subject access request without first consulting the other party wherever possible;
 - 12.2.7.4 assist the other party at that other's cost and request in relation to security, breach notifications and consultations with supervisory authorities or regulators; and
 - 12.2.7.5 maintain records and information reasonably necessary to show compliance with this Clause 12.
- 12.3 The Company may record telephone conversations at any time without prior notice to the Client for record-keeping purposes so as to resolve complaints and disputes or to improve its service or training standards.

13. Notices

- 13.1 Any notice to be given hereunder or otherwise in relation to the Services shall be in writing and shall be deemed to have been duly given if sent or delivered to the Party concerned at such address as the Party may from time to time notify in writing or to the correct facsimile number or electronic mail address (as notified by the receiving Party) and shall be deemed to have been served, if sent by first class post, 48 hours after posting and in the case of a facsimile transmission on the following day or in case of electronic mail on the same date.

14. Time Bar in Respect of Claims by the Client

- 14.1 Any claim against the Company or its Affiliates or their respective employees, servants and agents must be made in writing and notified to the Company within fourteen (14) days of the date on which the Client became aware or ought reasonably to have become aware of the circumstances giving rise to the claim and any claim not so notified shall be deemed waived and absolutely time barred and the Company discharged from all liability in respect of it.
- 14.2 The Company and its Affiliates and their respective employees, servants and agents shall in any event be discharged of all liability for any claim arising out of or in connection with the provision of the Services unless proceedings are commenced against the Company in accordance with Clause 16 within one (1) year of the end of performance of the Services in connection with which the claim arises. If proceedings are not commenced in respect of a claim before the expiry of this period, such claim shall be waived and absolutely time barred.

15. Miscellaneous

- 15.1 If any term of the Agreement including but not limited to any Clause of these Terms is held by any competent authority to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of the other clauses in this Agreement and Terms shall not be affected.
- 15.2 The Company shall provide the Services to the Client as an independent contractor and not as the Client's employee. Nothing in these Conditions shall constitute, or be deemed to constitute, a partnership or joint venture between the Parties for any purpose.

- 15.3 The rights and remedies of the Company under the Agreement shall not be diminished, waived, or extinguished by the granting of any indulgence, forbearance or extension of time by the Company in asserting any such rights or remedies.
- 15.4 A person, company or other legal entity that is not a party to the Agreement shall neither have nor acquire, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, any rights in relation to the Agreement.
- 15.5 The parties hereto may rescind or vary the Agreement, whether in whole or in part, without the consent of any third party.
- 15.6 The Client agrees to be bound by these Terms to the exclusion of all warranties, conditions and other terms, whether express or implied, statutory or otherwise. The Company and its Affiliates shall be entitled to the benefit of such implied terms as might ordinarily be held to apply to the Agreement for the protection of the Company.
- 15.7 The Company has a general lien on all Goods in its possession or control for all sums due from the Client to the Company whether arising out of this Agreement or otherwise.
- 15.8 No amendment or variation to these Terms shall take effect unless it is in writing and signed by an authorised representative of each Party.
- 15.9 The Company does not hold itself out as providing advice, and does not provide advice, to the Client on the legality or correctness or appropriateness of (i) customs procedures generally (ii) the Services which it is instructed to carry out for the Client. Acceptance of instructions from the Client and/or performance of the Services does not constitute, and should not be taken to mean, acceptance, affirmation or confirmation by the Company that the Client's instructions are correct and/or are appropriate to comply with all applicable guidance, regulations and laws.

16. Governing Law and Dispute Resolution

- 16.1 The Agreement between the Company and the Client and any dispute arising out of or in connection with the Agreement or these Terms or the Services shall be governed by and construed in accordance with the law of England and any dispute or disputes arising out of or in connection with the Agreement or these Terms or the Services shall be submitted to the courts of England, who shall have exclusive jurisdiction to settle any such dispute or disputes.