



RSS LOGISTICS TERMS AND CONDITIONS CONTRACT

1. Our Quotation

1.1. Our quotation **unless otherwise stated** does **not** include any fees incurred during customs inspections. This generally refers to shipping to Non-EU countries (**now including the United Kingdom**). However, Customs Officers are entitled to inspect any shipping regardless of origin.

1.2. A copy of our terms and conditions is supplied with our quotes and we request that you read them carefully and return a signed copy. If this is not possible for you, we will accept an email stating that you have read our terms and conditions and consent to them. Failure to acknowledge the RSS Logistics terms and conditions will result in delays with your shipping as your goods cannot be shipped without this consent.

1.3. The initial price or charges may be subject to change in certain circumstances, for instance where a Transfer of Residency document has been rejected by customs. This will incur additional fees and the customer will be solely responsible for them.

1.3.1. **For Removals** – Charges are also liable to change if our initial quote for removals is not accepted within 28 days or the work is not carried out within 3 months. However, a 10% deposit at the time of acceptance will allow the initial price to be held.

1.3.2. **For Shipping** – Final charges may also differ during shipping if there is a large time gap between the initial quote and the date of the actual shipping, as currently the shipping lines will only honour a quote for 28 days.

1.3.3. **Free storage** will be provided prior to shipping for a period of up to **3 months**. This can only be extended in writing and with prior agreement. This storage is offered at our facility in Cyprus. If your shipment arrives in the UK and you are unable to accept delivery, 14 days free storage is offered. This is for groupage cargo, not sole use containers. After this period a charge will be levied based on the volume.



- 1.3.4. Our quotation, where notified, includes boxes and materials which are to be made available once unpacked to RSS Logistics for collection. In many other countries recycling facilities may be available and can be used. In Cyprus, all boxes and materials will be collected.
- 1.3.5. Our quotation will be rounded up to the nearest cubic metre in the event of shared container shipping.
- 1.3.6. For Motor Vehicle Shipping - Duty, taxes and similar are calculated using the Cypriot Government link below -

<http://www.mof.gov.cy/mof/customs/Customs.nsf/0/56C4D9A3AB5A5B0AC2257488003A6B03?OpenDocument>

- 1.3.7. Our quotation does **not** include waiting time should there be an issue with key handover, agent, solicitor or property being unavailable. We reserve the right to charge €50 for the first hour and €75 for each additional hour or part thereof. All our quotations, unless otherwise specified, are based on normal working hours – Monday to Friday unless otherwise agreed and in writing.
 - 1.3.8. Our quotations may be subject to change without notification in the event of shipping line changes, such as BAF or CAF charges.
 - 1.3.9. Our quotation excludes any charges, duties or taxes in the country of destination. We recommend you make an application at your respective country for a duty free shipment.
- 1.4. Our Terms and Conditions are supplied with all quotations and whilst we request they are signed and acknowledged, if this is not possible for you we will accept an email stating that you have read our terms and conditions and accept them. Failure to acknowledge our terms and conditions will be taken as acceptance.

2. Work Not Included in The Quotation

- 2.1. Unless agreed by us in writing, we **will not:**
 - 2.1.1. Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings. Sheds, garden shelters, outdoor play equipment, gym equipment, hot tubs, satellite dishes unless otherwise agreed in writing.
 - 2.1.2. Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
 - 2.1.3. Take up or lay fitted floor covering.
 - 2.1.4. Move items from lofts, unless it is adequately lit, floored and provided with safe access.



- 2.1.5. Due to our strict observance of our duty of care towards all of our employees, we will only move items in accordance with the manual handling operation regulations or equivalent law or regulations. If this is not possible, you will be informed of the issue and we will not be able to move the item. We will then bear no further responsibility for the movement of the item.
- 2.1.6. **COVID** - Due to current Covid restrictions our staff are provided with safety equipment in each vehicle. They will only carry out their duties if they deem it safe to do so. Social distancing will be carried out. The welfare of our staff and customers is crucial.

3. Your Responsibility

- 3.1. It will be your sole responsibility to:
- 3.1.1. **FOR STORAGE** – To Declare to us in writing, the value of the goods being stored. If it is subsequently established that the value of the goods stored is greater than the actual value that you declare, you agree that our liability will be reduced to reflect the proportion that your declared value bears to their actual value.
- 3.1.2. **FOR ANY DAMAGE INCURRED DURING REMOVALS**- We advise that you take out an All Risk Insurance with your Insurance Company if this is considered essential by you as our liability will be a maximum of €50 per item.
- 3.1.3. **FOR SHIPPING – IT IS THE CUSTOMER’S RESPONSIBILITY TO** ensure that all goods are covered by a personal **ALL RISK INSURANCE WHICH INCLUDES TOTAL LOSS.**

RSS Logistics offers insurance at very competitive rates.

RSS LOGISTICS LTD CANNOT accept any liability for any missing or damaged items during transit should you choose NOT to take up any insurance.

RSS Logistics Ltd offers insurance underwritten by Lloyds of Brussels, limited to €100,000 in any one shipment.

Insurance requested in addition to this will be referred to the underwriters. Minimum premium €110 (which includes the Cyprus stamp charge). For insurance of single items over the value of €1000 we must seek the permission of the underwriter to offer cover in this instance the minimum premium is €110. Notification of all claims must be made within seven (7) days.

There is no exception to the notification period.



Conditions:

In respect of all Interest other than Motor Vehicles

LPO 222 amended as attached conditions and in addition to the following:

1. Institute Cargo Clauses (A) CL382 1/1/2009
2. Institute War Clauses (Cargo) CL385 1/1/2009
3. Institute Strike Clauses (Cargo) CL386 1/1/2009
4. Cargo ISM Endorsement JC 98/019 1/5/98
5. Cargo ISM Forwarding Charges Clauses JC98/234.6.98 at no additional premium
6. Cargo ISPS Endorsement JC 2004/050/4.11.04
7. Cargo ISPS Forwarding Charges JC2004/050b 4.11.04 at no additional premium
8. Institute Classification Clause CL354 1/1/01
9. Shipments in containers: In and / or over
10. General Average and Salvage charges payable as provided in the contract of affreightment. For the purpose of claims for General Average contribution and Salvage Charges recoverable hereunder the subject matter insured shall be deemed to the insured for its full contributory value. General average deposits payable on production of General Average deposits receipts
11. Institute Standard Conditions for Cargo Contracts CL261 1/4/82
12. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL370 10/11/03
13. Institute Cyber Attack Exclusion Clause CL380 10/11/03
14. Termination of Transit Clause (Terrorism) 2009 JC2009/056 1.1.2009
15. Sanction Limitation and Exclusion Clause JC2010/014
16. Warranted value inventory sent to RSS LOGISTICS so we can forward to our Underwriters at Prodromou&Makriyiannis
17. Subject to an excess of 1% of the value of the shipment to a Minimum of €25 and a maximum of €250



In respect of shipment of Motor Vehicles

18. Institute Cargo Clauses (A) CL382 1/1/2009
19. Institute War Clauses (Cargo) CL385 1/1/2009
20. Institute Strikes Clauses (Cargo) CL386 1/1/2009
21. Cargo ISM Endorsement JC 98/019/1/5/98
22. Cargo ISM Forwarding Charges Clause JC98/023 4.6.98 at no additional premium
23. Cargo ISPS Endorsement JC 2004/050 4.11.04
24. Cargo ISPS Forwarding Charges JC2004/056b 4.11.04 at no additional premium
25. Institute Classification Clause CL354 1/1/01
26. Shipments in containers In and / or Over
27. General Average and Salvage Charges payable as provided in the contract of affreightment. For the purposes of claims for General Average contribution and Salvage Charges recoverable hereunder the subject matter insured shall be deemed to be insured for its full contributory value. General Average deposits payable on production of General Average Deposits receipts
28. Institute Standard Conditions for Cargo Contracts CL261 1/4/82
29. Institute Radioactive Contamination, chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusions Clause CL380 10/11/03
30. Institute Cyber Attack Exclusions Clause CI380 10/11/03
31. Termination of Transit Clause (Terrorism) 2009 JC2009/056 1.1.2009
32. Warranted full details of interest sent to our insurers – details on request
33. Subject to an excess of 1% of the value of the shipment subject to a Minimum of €25 and a maximum of €250





Shipments of Motor Vehicles are also subject to the following limitation and exclusions

34. No risk under own power other than whilst being driven into or onto carrying into or onto carrying conveyance and / or whilst being driven from a container and or carrying conveyance
 35. Excluding electrical and / or electronic and / or mechanical derangement unless caused by an insured peril
 36. Excluding loss or damage arising from atmospheric or climatic conditions
 37. Excluding rust, oxidisation, discolouration and corrosion
 38. Excluding scratching, chipping, denting, bruising and cost of repainting unless a condition report is completed prior to the shipment
 39. Excluding third party liability absolutely
- 3.1.3. Be present or represented during the collection and delivery of the removal.
 - 3.1.4. Provide an authorised signature on agreed inventories, receipts, passports, waybills, job sheets and other relevant documents by way of confirmation of collection or delivery of goods. Provide copies of correct ID document or picture page of passport for customs. All boxes packed by the owner **must** be left open for inspection by RSS Logistics staff.
 - 3.1.5. Take all reasonable steps to ensure that nothing is left behind that needs to be taken and nothing taken in error.
 - 3.1.6. Arrange proper protection for goods left in unoccupied premises, or where other people will be present. RSS Logistics employees will **not** be held liable for any missing items during this process.
 - 3.1.7. Prepare adequately and stabilise all appliances or electronic equipment prior to their removal.
 - 3.1.8. Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents or any issues resulting from your failure to do so.
 - 3.1.9. Provide us with a contact address for the correspondence during removal transit and/or storage of goods.
 - 3.2. Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may occur from failure to discharge these responsibilities.





3.2.1. SHIPMENTS OF MOTOR VEHICLES ARE ALSO SUBJECT TO THE FOLLOWING LIMITATION AND EXCLUSIONS

- 3.2.2. No risk under own power other than whilst being driven into or onto carrying conveyance and / or whilst being driven from a container and / or carrying conveyance. Where vehicles have finance still outstanding we must be notified. Failure to do so may incur penalties, fines and such like from Customs who also reserve the right to issue documents for you to register. You should notify your finance company of your intention to ship your car.
- 3.2.3. Excluding electric and / or electronic and / or mechanical derangement unless caused by an insured peril.
- 3.2.4. Excluding loss or damage arising from atmospheric or climatic conditions.
- 3.2.5. Excluding rust, oxidisation, discolouration and corrosion.
- 3.2.6. Excluding scratching, chipping, denting, bruising and cost of repainting unless a condition report is completed prior to shipment.
- 3.2.7. Excluding third party liability absolutely.

4. Goods Not to Be Submitted for Removal, Storage & Shipping

- 4.1. Unless previously agreed in writing by a Company representative, the following items must not be submitted for removal or storage.
- 4.1.1. Prohibited (**NO** tobacco, cigarettes or alcohol) or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition. Any customers attempting to ship any of the above will be liable to Customs for any penalties, fines, or prosecution. RSS Logistics **cannot** be held liable for any prohibited goods shipped as stated in our terms and conditions.
- 4.1.2. Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
- 4.1.3. Plants, food stuff or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 4.1.4. Perishable items and / or those requiring a controlled environment.
- 4.1.5. Any animals, birds or fish.
- 4.1.6. Goods which require special license or government permission for export or import.



- 4.2. If we do agree to remove such goods, we will **not** accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply.
- 4.3. If you submit such goods **without** our knowledge, we will make them available for your collection and if you do not collect them within a reasonable time we will apply for an appropriate court order to dispose of any such goods found in consignment without notice. You will furthermore pay us any charges, expenses, damages, legal costs or penalties incurred by us.

5. Ownership of the Goods

By entering into this agreement, you guarantee that:

- 5.1.1. The goods to be removed and / or stored are your property, or
- 5.1.2. The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
- 5.1.3. You will pay us for any claim for damages and / or case brought against us if either warranty 5.1.1. or 5.1.2. is not true.

6. Charges If You Postpone or Cancel The Removal

- 6.1. If you cancel or postpone this Agreement, we will charge you according to how much notice is given. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public holidays.
 - 6.1.1. More than 10 working days before the removal was due to start: No charge.
 - 6.1.2. Between 5 and 10 working days before the removal was due to start: Not more than 30% of the removal charge.
 - 6.1.3. Less than 5 working days before the removal was due to start: Not more than 60% of the removal charge.



7. Payment

- 7.1.1. For removals involving storage prior to shipping, payment of 30% of the quotation must be received in cleared funds at the time of removal. The balance must be received in cleared funds at least 10 days prior to shipping.
- 7.1.2. For direct shipping, a deposit must be paid at the time of acceptance – 30% of the quotation. The remaining balance must be received in cleared funds at least 10 days prior of removal of the goods to be shipped.
- 7.1.3. In terms of all local removals, a deposit is required – 30% and the balance in cash must be received on the day of the move. All cheques must be received at least 10 days prior to the move.
- 7.1.4. We accept payment by bank transfer, cash, Cypriot cheque or credit / debit card. Instant online payments are possible here:
EUR <https://rsslogistics.com/pay/> GBP <https://rsslogistics.com/paygbp/>
- 7.1.5. In the event of a delay in payment, default interest of at least eight percent will be charged. Every additional month without payment, another 8% will be added to the new amount.

Furthermore, after exceeding the agreed terms of payment, a one-month period begins to run in which the customer can settle the open items with RSS Logistics Ltd. If this is not the case, RSS Logistics Ltd is entitled to sell the goods and use the income generated to cover the open claims. Any surplus from the sale will be transferred to the account last notified by the customer.

In addition, the warehouse keeper is released from all further performance and delivery obligations if the customer fails to comply with the terms of payment.

8. Delays in Transit

- 8.1. Other than by reason of our negligence or breach of contract, we will **not** be liable for any delays in transit.
 - 8.1.1. We will always endeavour to provide as much information as we can regarding the time your goods will be in transit, however once we have handed your goods over to the shipping Lines, we have no control over their decisions as to which ship it will be sent on. Sometimes the routes are subject to change depending on factors beyond our control. This may result in some delay in the arrival of your goods at your destination. RSS Logistics will not be held liable in this instance.
 - 8.1.2. If, through no fault of our own, we are unable to deliver your goods, we will take them into storage. The agreement will then be fulfilled and any additional service(s) including storage and delivery will be at your expense.



9. Our Right to Hold the Goods (lien)

- 9.1. We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other agreement.
- 9.2. These include any charges that we will have paid out on your behalf. While we hold the goods we will be liable to pay all storage charges and other costs incurred by our withholding your goods and these terms and conditions will continue to apply.



10. Our Right to Sub-Contract the Work

- 10.1. We reserve the right to sub-contract some or all of our work. If we sub-contact, then these conditions still apply.

11. Route and Method

- 11.1. We have the right to choose the route and method by which this work is carried out.

12. Advice and Information

- 12.1. We will endeavour to provide you with up to date information to assist you with the import/export of your goods. This information is provided in good faith. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

13. Your Forwarding Address

- 13.1. If you send your goods to be stored, you must provide an address for correspondence and notify us of any changes. If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts.

14. List of Goods (inventory)

- 14.1. When we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within seven days of the date of our sending, to notify us of any errors.

15. Storage

- 15.1. We review our storage charges periodically. You will be given one month's notice in writing of any increases.
- 15.2. The following goods/items may not be stored in our warehouse:
- 15.2.1. Creatures and animals of any kind.
 - 15.2.2. Weapons, explosives or other explosive substances of any kind.
 - 15.2.3. Narcotic drugs, drugs, chemicals and radioactive materials.
 - 15.2.4. Materials that produce odor emissions (except vehicles).
 - 15.2.5. Flammable liquids of any kind, as well as gas bottles and gas cartridges.
 - 15.2.6. Toxic waste and hazardous waste of any kind.
 - 15.2.7. Easily flammable materials and problematic substances.
 - 15.2.8. Perishable food or other perishable goods.





- 15.3. Anyone entering the premises are prohibited from doing the following:
- 15.3.1. Smoking is strictly prohibited in the warehouse.
 - 15.3.2. Working with open fire is strictly forbidden (If the person triggers the automatic fire alarm system through any activities that cause smoke, he/she has to pay the costs of a fire brigade deployment if it is used.)
 - 15.3.3. The warehouse may not be used as an apartment, office or workshop.
 - 15.3.4. It is not permitted to sublet the warehouse space in whole or in part.
 - 15.3.5. Activities which violate the insurance provisions or those of a commercial or other official approvals are not permitted.
 - 15.3.6. The premises and warehouse may not be used in a way that disturbs customers or RSS Logistics Ltd staff.
 - 15.3.7. Nothing may be attached to the wall, ceiling or floor without the permission of RSS Logistics Ltd. No changes may be made to the warehouse without the permission of RSS Logistics Ltd.
 - 15.3.8. No emissions or liquids may escape from the warehouse.
 - 15.3.9. Traffic on the site and third parties must not be impeded in any way.
- 15.4. RSS Logistics Ltd has a right of lien and a right of retention on the goods or other values at their disposal for all due and not due claims to which they are entitled from their services against the customer.
- 15.5. All claims against the warehouse keeper, for whatever legal reason and regardless of the degree of fault, become statute-barred after two months. The statute of limitations begins when the entitled person becomes aware of the claim, but no later than when the goods are outsourced.

16. Our Right to Sell or Dispose of Your Goods

- 16.1. If payment of our charges relating to your goods is in arrears, and on giving you one month's notice, we are entitled to require you to remove your goods and pay all the money due to us or we may sell or dispose of some or all of your goods without further notice. The cost of the sale or disposal will be charged to you.

17. Termination

- 17.1. If payments are up to date, we will not end this contract except by giving you one month's notice in writing. If you wish to terminate your storage contract, you must give us at least 10 working days notice. If we can we will release your goods earlier but all payments must be up to date. At no point will we allow another Firm or Third Party to enter our premises in order to remove your goods. All removals and deliveries must be undertaken by our Staff.

18. Complaints

Version 1.4





- 18.1. In the event of any grievances, these should be referred to us immediately without delay via email at info@rsslogistics.com. Any documented evidence should also be included. A response will be sent by the Director within 28 days.



Please Delete as Necessary:

I DO NOT WISH TO TAKE INSURANCE AS OFFERED / I DO WISH TO TAKE INSURANCE OUT @ 3% OF THE VALUE – SUBJECT TO 1% OF DECLARED VALUE - EXCESS ON EACH CLAIM MIN CHARGE €25 TO MAX CHARGE OF €250 (STANDARD POLICY)

OR 4% WITH NO EXCESS (SUPER POLICY)

CYPRriot TAX OF €5 APPLIED TO ALL POLICIES – MIN CHARGE PER POLICY €75.00

AS THE SHIPPING LINES WILL NOT BE RESPONSIBLE FOR ANY LOSS OR BREAKAGES, WE WOULD STRONGLY RECOMMEND THAT APPROPRIATE INSURANCE IS TAKEN OUT WHICH WE CAN ARRANGE ON YOUR BEHALF OR YOU CAN ARRANGE YOURSELF

SIGNED FOR RSS LOGISTICS

DATE:

CUSTOMER SIGNATURE:

Last updated 01.08.2022



