

## WILLIAMS MARINE LUBRICANTS LIMITED

### TERMS AND CONDITIONS OF SUPPLY OF MARINE LUBRICANTS VERSION 3 27.01.21.

#### 1 APPLICATION OF THESE TERMS

Unless otherwise agreed in writing these Conditions apply exclusively to each transaction for the provision of Goods and Delivery Service by WML. All other terms are hereby excluded.

#### 2 INTERPRETATION

##### 2.1 Definitions:

- 2.1.1 **"Affiliate"** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity whereby **"control"** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** is construed accordingly
- 2.1.2 **"Business Day"** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 2.1.3 **"Conditions"** the terms and conditions set out in this document.
- 2.1.4 **"Consignee"** the person(s) to whom WML will deliver the Consignment, as identified in the relevant Order.
- 2.1.5 **"Consignment"** the goods to be delivered by WML to the Consignee pursuant to the Delivery Service.
- 2.1.6 **"Contract"** the contract between WML and the Customer for the sale and purchase of the Goods or provision of the Delivery Service, in accordance with the terms of the Order and these Conditions.
- 2.1.7 **"Customer"** the person or firm who purchases the Goods or Delivery Service from WML.
- 2.1.8 **"Delivery Location"** has the meaning given to it in clause 4.2.
- 2.1.9 **"Delivery Service"** the service provided by WML to the Customer under the terms of an Order pursuant to which WML delivers products to the Consignee.
- 2.1.10 **"Force Majeure Event"** an event or circumstance beyond a party's reasonable control, including adverse weather conditions, traffic accidents and delays, and vehicle breakdowns, provided such events are not attributable to WML's negligence or wilful default.
- 2.1.11 **"Goods"** the goods (or any part of them) set out in the Order.
- 2.1.12 **"Order"** means the Customer's order for the Goods or Delivery Service, being:
  - 2.1.12.1 any quotation issued by WML and accepted by the Customer;
  - 2.1.12.2 an order placed by the Customer that is accepted by WML; or
  - 2.1.12.3 any order confirmation or similar document issued by WML and accepted by the Customer.
- 2.1.13 **"RHA Terms"** the Road Haulage Association Limited Conditions of Carriage 2020 (in which references to the Carrier shall be references to WML), a copy of which is appended to these Conditions.
- 2.1.14 **"Spill"** has the meaning given to it in clause 8.1.
- 2.1.15 **"WML"** Williams Marine Lubricants Limited (registered in England and Wales with company number 03190482).

##### 2.2 Interpretation:

- 2.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 2.2.2 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.2.3 a reference to **writing** or **written** includes emails.
- 2.2.4 unless otherwise stated or the context otherwise requires, all clauses in these Conditions apply to both the supply of Goods and the supply of the Delivery Service.

### **3 BASIS OF CONTRACT**

- 3.1 Unless otherwise stated in the quotation, a quotation from WML shall only be valid for a period of 30 days from its date of issue.
- 3.2 All quotations and Orders are subject to these Conditions and, to the extent such terms are applicable and do not conflict with these Conditions (which shall always take precedence), the RHA Terms.
- 3.3 The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 3.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 3.5 Should these Conditions conflict with the terms of WML's quotation, these Conditions shall prevail unless the conflicting provision in the Order expressly states that it is intended to override these Conditions and it is signed by a director of WML.

### **4 CORE TERMS - SALE OF GOODS AND DELIVERY SERVICE**

- 4.1 This clause 4 applies where WML is selling the Goods to the Customer and where WML is providing the Delivery Service.
- 4.2 Subject to clause 9.5, WML shall deliver the Goods or Consignment to the location and at the date and time set out in the Order, or as otherwise agreed between the parties (the "**Delivery Location**").
- 4.3 If the parties agree that delivery of the Goods or Consignment (being a liquid) is to a vessel or the Customer's storage then:
  - 4.3.1 it is the sole responsibility of the Customer (in the case of delivery of Goods) or the Consignee (in the case of the Delivery Service) to check that the Goods/Consignment are correct and suitable before they are pumped into the Customer's vessel or storage and
  - 4.3.2 WML shall provide reasonable assistance pumping the Goods/Consignment into the receiving vessel or storage once the receiving party's checks have been made.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. WML shall use best endeavours to deliver the Goods/Consignment on the time and date agreed between the parties but shall not be liable for any delay.
- 4.5 Deliveries are typically available between 8am and 5pm on Business Days. Weekend, bank holiday, out of hours and emergency deliveries may be available provided the Customer pays WML's applicable surcharge.
- 4.6 Deliveries by water are subcontracted out to a third party, which may be an Affiliate of WML.
- 4.7 If the Customer or Consignee fails to take delivery of the Goods or Consignment at the Delivery Location within one hour of the agreed delivery time then:
  - 4.7.1 the Customer shall pay WML's then-current demurrage charge in hourly increments (rounded up), unless otherwise stated in the Order, until such time as delivery takes place or the delivery attempt is aborted by WML. In the case of deliveries by vessel, demurrage accrues at the rate imposed on WML by the third party providing the vessel, such rate to be confirmed to the Customer in advance upon request;
  - 4.7.2 if WML is unable to make the delivery or the Customer rearranges the delivery, then the Customer agrees to pay WML its then-current delivery cancellation fee and reimburse WML its reasonable costs (on a full indemnity basis) incurred in attempting to make the aborted delivery. A further charge will be made for the redelivery; and

4.7.3 unless such failure is caused by a Force Majeure Event or WML's breach of these Conditions delivery shall be deemed to have taken place at the agreed delivery time.

4.8 Without prejudice to clause 5.4, if WML delivers the wrong goods to the Customer or Consignee then the Customer's sole remedy shall be that WML will without undue delay replace the incorrect goods with the correct Goods at the same Delivery Location or (at the Customer's election) at any other port in the mainland United Kingdom.

## **5 ADDITIONAL TERMS - SALE OF GOODS ONLY**

5.1 This clause 5 applies if, and to the extent that, WML is selling Goods to the Customer.

### **Delivery**

5.2 Risk in the Goods shall pass to the Customer on completion of delivery.

5.3 Delivery of the Goods is completed when:

5.3.1 in the case of packed products, they are made available for unloading by the Customer at the Delivery Location (and for the avoidance of doubt it shall be the Customer's responsibility to unload such products from the vehicle); or

5.3.2 in the case of supplies to vessels or the Customer's storage, when the pumping of the Goods at the Delivery Location has finished.

5.4 Title in the Goods shall pass on the later of receipt of payment for the Goods (in full and in cleared funds) and completion of delivery. Until title in the Goods has passed to the Customer, the Customer must:-

5.4.1 hold the Goods on a fiduciary basis as the Company's bailee;

5.4.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

5.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.4.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and

5.4.5 hold the proceeds of the insurance referred to in clause 5.4.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

5.5 The Customer's right to possession of the Goods shall terminate immediately if any of the events referred to in clause 11.3.2 to 11.3.4 occurs in relation to the Company.

5.6 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

5.7 If WML fails to deliver the Goods then its liability (without prejudice to clause 12) shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. WML shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide WML with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.8 The Customer shall accept the quantity of Goods delivered is as measured by WML's measuring equipment. If WML delivers up to and including 5% more or less than the quantity of Goods ordered then the Customer may not reject them. Provided the Customer notifies WML strictly within 30 days of delivery, WML shall make a pro rata adjustment to WML's invoice (which may include a balancing payment).

- 5.9 WML may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

### **Warranty**

- 5.10 WML shall extend to the Customer, in relation to the Goods, the same warranties that WML receives from the manufacturer of the Goods. There are no guarantees or warranties by WML, express or implied, or merchantability or satisfactory quality, fitness or suitability of the Goods for any particular purpose or otherwise, which extend beyond the description and/or specifications of the Goods provided by the manufacturer and set forth in the manufacturer's product data sheets.
- 5.11 The warranty referred to in clause 5.10 is given instead of, and excludes, all other express or implied conditions, warranties or other contractual undertakings concerned with any of the following:
- 5.11.1 the condition or quality of the Goods;
  - 5.11.2 their fitness for any particular purpose; and
  - 5.11.3 their compliance with any description,
- which might otherwise arise at common law or under any statute.
- 5.12 If the Goods are proven not to meet the specification set forth in the manufacturer's product data sheets WML may, at its option:
- 5.12.1 replace them at the next mutually convenient port in the mainland United Kingdom where supplies can reasonably be made available; or
  - 5.12.2 refund any sums paid by the Customer in respect of the Goods,
- and the Customer shall accept such replacement or repayment in satisfaction of all claims it may have in respect of the defects or non-compliance with specification.
- 5.13 These Conditions shall apply to any replacement Goods supplied by WML.

## **6 ADDITIONAL TERMS - DELIVERY SERVICE ONLY**

- 6.1 This clause 6 applies only if, and to the extent that, WML is providing the Delivery Service.
- 6.2 WML shall provide the Delivery Service with reasonable care and skill.
- 6.3 The Delivery Service shall be governed by the RHA Terms. To the extent that there is any conflict between these Conditions and the RHA Terms, these Conditions shall prevail.

## **7 SAFETY**

- 7.1 The Customer shall (and in respect to the Delivery Service, shall procure that the Consignee shall) provide a safe environment and environmentally secure facilities for receiving delivery.
- 7.2 If, at any time prior to or during delivery, WML reasonably determines that the environment for delivery is unsafe or has the potential for a Spill to occur then WML (and its outsourced delivery contractors) reserve the right not to commence delivery or to terminate delivery immediately. Such unsafe conditions include: unsafe working environments, practices and procedures; incorrect or unavailable tools/equipment; incompatible equipment configurations; and bad weather.
- 7.3 The Customer or Recipient (as applicable) shall be solely responsible for any loss or damage occurring on board or to the receiving vessel which results from its failure to comply with clause 7.1.

## **8 ENVIRONMENTAL PROTECTION**

- 8.1 If an escape, spillage or discharge of product (a "**Spill**") occurs whilst WML (or its agent) is making delivery to (as applicable) the Customer or Consignee, WML (or its agent) shall promptly take such action as it reasonably determines to be necessary to mitigate the environmental impact of the Spill.
- 8.2 The Customer agrees to cooperate with WML (or its agent) and provide reasonable assistance to mitigate the effect of the Spill and to document the event. Where the Spill has occurred in the course of the Delivery Service, the Customer shall at WML's request procure the same assistance of the Consignee.

- 8.3 Subject to clause 14, each party shall provide the other with such documentation relating to the Spill as might reasonably be requested.
- 8.4 Any expenses, damages costs, fines and penalties arising from the Spill shall be borne or paid by the WML (or its agent), the Customer and/or the Consignee to the extent that each party caused or contributed to the Spill by negligent acts or omissions.

## **9 PRICE AND PAYMENT**

- 9.1 The price of the Goods and Delivery Service shall be the price set out in the relevant Order, or, if no price is quoted, the price set out in WML's published price list in force as at the date of delivery.
- 9.2 WML may, by giving notice to the Customer at any time up to fourteen (14) days before delivery, increase the price of the Goods or Delivery Service to reflect any increase in cost that is due to:
- 9.2.1 any factor beyond WML's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 9.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or goods to be delivered; or
  - 9.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give WML adequate or accurate information or instructions.
- 9.3 Unless otherwise stated in the Order:
- 9.3.1 the price of the Goods and the Delivery Service exclude amounts in respect of value added tax ("**VAT**"), which the Customer shall additionally be liable to pay to WML at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 9.3.2 the price of the Goods excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 9.4 WML may invoice the Customer on acceptance of the Order.
- 9.5 The Customer shall be required to pay for the Goods or the Delivery Service (as applicable) prior to delivery to the Customer or the Consignee (as applicable).
- 9.6 The Customer will provide WML with properly completed delivery notes upon receipt of the goods; and where export evidence is required to substantiate the VAT treatment of a sale, it is the responsibility of the Customer to provide the appropriate documentation where time is of the essence. If the Customer fails to provide the appropriate evidence, WML retains the right to re-assess the VAT treatment and issue an appropriate VAT invoice or credit note based upon available evidence at that time. The Customer will remain liable for any VAT due if the evidence is deemed at any stage to be insufficient.
- 9.7 Any queries on invoices should be notified to WML within three (3) days of receipt of the relevant invoice.
- 9.8 In exceptional cases, WML may agree to payment after delivery, in which case the Customer shall pay WML's invoice in pounds sterling (unless otherwise stated in WML's quotation) within thirty (30) days of the date of the invoice, and unless otherwise agreed in writing by both parties, all payments shall be Electronic Funds Transfer (EFT).
- 9.9 Payment shall be made to the bank account nominated in writing by WML in pounds sterling and in full and references to payment in this clause 9 means payment in cleared funds. Time for payment is of the essence.
- 9.10 If the Customer fails to make any payment due to WML under the Contract by the due date for payment, then all invoices or accounts issued by WML shall immediately be due for payment and the Customer shall pay interest on the overdue amount at the rate of four percent (4%) per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.11 If WML instructs an outside an outside agency to collect amounts owed by the Customer due to the Customer's failure to pay on time, the Customer shall pay all additional collection costs in addition to all other amounts due.

9.12 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). WML may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it or any member of its Group by the Customer against any amount payable by WML to the Customer.

## **10 COMPLIANCE WITH LAWS**

In performing its obligations under the Contract, each party shall comply with all applicable laws, statutes, regulations from time to time in force, including those relating to anti-bribery and anti-corruption.

## **11 TERMINATION**

11.1 If the Contract is for Delivery Services, either party may terminate the Contract at any time by giving the other party at least thirty (30) days' prior written notice.

11.2 If the Contract is for the sale of Goods, WML may terminate the Contract upon prior written notice to the Customer if it does not have the applicable Goods in stock and it is unable to source the applicable in the timescale required for delivery.

11.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other if:

11.3.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) Business Days of that party being notified in writing to do so;

11.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.3.3 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

11.3.4 the other party's financial position deteriorates to such an extent that in WML's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.4 Without limiting its other rights or remedies, WML may suspend provision of the Goods and/or Delivery Service if the Customer becomes subject to any of the events listed in clause 11.3.1 to clause 11.3.4, or WML reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.5 Without limiting its other rights or remedies, if the Customer fails to pay any amount due under the Contract on the due date for payment then:

11.5.1 WML may suspend any outstanding supplies for Goods and Delivery Services; and

11.5.2 WML may at any time terminate the Contract with immediate effect by giving written notice to the Customer.

11.6 On termination of the Contract for any reason the Customer shall immediately pay to WML all of WML's outstanding unpaid invoices and interest.

11.7 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

11.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **12 LIMITATION OF LIABILITY**

- 12.1 Nothing in these Conditions shall limit any liability which cannot legally be limited, including:
- 12.1.1 death or personal injury caused by negligence; or
  - 12.1.2 fraud or fraudulent misrepresentation.
- 12.2 Subject to clause 12.1:
- 12.2.1 the following types of loss are wholly excluded by the parties: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; (vii) indirect or consequential loss;
  - 12.2.2 WML shall have no liability for any loss, damage or demurrage due to any delay or failure in performance resulting from:
    - 12.2.2.1 the Customer's failure to comply with clause 4.3.1 or any other clause of these terms;
    - 12.2.2.2 compliance with any order or request of any court, government or other authority; or
    - 12.2.2.3 a Force Majeure Event;
  - 12.2.3 WML's total liability to the Customer in respect of all other losses arising under or in connection with a Contract for the supply of Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 110% of the price of the Goods under the relevant Contract; and
  - 12.2.4 WML's total liability to the Customer in respect of all other losses (however arising) in respect to the Delivery Service shall be as specified in the RHA Terms.
- 12.3 Without prejudice to any shorter notice periods specified elsewhere in these Conditions, unless the Customer notifies WML that it intends to make a claim in respect of an event within the notice period, WML shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it) and shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## **13 FORCE MAJEURE**

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two months, the party not affected may terminate this Contract by giving two weeks written notice to the affected party.

## **14 CONFIDENTIALITY**

- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- 14.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
  - 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 15 GENERAL

### **Assignment and other dealings.**

- 15.1 WML may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of WML.

### **Entire agreement**

- 15.3 This Contract (which incorporates the RHA Terms) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

### **Notices**

- 15.5 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 15.6 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.5; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 15.7 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15.8 **Intellectual property.** The Contract does not confer upon the Customer any right to use any trademarks trade dress or brand names of the WML or the manufacturers of the Goods.
- 15.9 **Language.** This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.
- 15.10 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives) which in the case of WML shall be a director.
- 15.11 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.12 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.13 **Third party rights.** No one other than a party to the Contract or an Affiliate, and their permitted assignees, shall have any right to enforce any of its terms. For the avoidance of doubt, the Consignee shall have no right to enforce the Contract or any of its terms.



15.14 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

**Jurisdiction**

15.15 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

15.16 Nothing in clause 15.15 shall limit the right of WML to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude WML from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## **Appendix 1**

Road Haulage Association Conditions of Carriage 2020