

- A Portico Logistics Limited "Portico", provides all relevant Clearance Services in one or more of the ports in the United Kingdom.
- B The Parties wish to lay down the conditions under which these Clearance Services are provided, and lay down the division of responsibilities between the parties

1. The Services

- 1.1 Portico shall provide Clearance Services, hereafter referred to as the "Services" to for the Customer with all reasonable skill, prudence and foresight and in accordance with the provisions of the Agreement and all applicable Laws acting in good faith and in accordance with the Agreement at any or all of the Ports within the United Kingdom as detailed in Schedule 1 (Customs Agency Rate Card).
- 1.2 The Services provided by Portico are of a direct nature in accordance with the relevant Customs Code in force within the United Kingdom at any time during the period to this Agreement. Portico acts on behalf of the Customer towards the customs authorities.
- 1.3 The Customer provides Portico in good time with the required documentation necessary to perform the Services and meet any regulatory requirement. Upon request of Portico the Customer shall provide any missing documentation or information necessary to perform the Services without due delay. The Customer further accepts responsibility for any delay caused to the clearance of their goods where a delay to provide the necessary information or documentation results in Portico failing to meet any regulatory requirements.
- 1.4 In order to ensure the correct provision of the services Portico shall.
 - a) Complete documentation required by the Customs, DEFRA and Port Health authorities to ensure clearance of the goods imported by the Customer; and
 - b) Make payments where required and on behalf of the Customer to the relevant Customs Authorities concerning duties and Value Added Tax ("VAT") in relation to imported goods.
- 1.5 Portico shall monitor and comply with all applicable Laws and regulations in force in relation to the clearance of the Customer's goods.
- 1.6 Portico shall be responsible for acquiring all licenses, permits and authorisation necessary for carrying out the provisions of Services. Portico shall employ personnel with the necessary professional qualifications and shall ensure that all personnel are properly trained to provide the Services.

2. Fees and Payments

- 2.1 All pre-payment of duties and VAT to the customs authorities, or pre-payments of any fees charged by any port authority or third-party service provider pertaining to the clearance of the Customer's imported goods shall be reimbursed by the Customer immediately on receipt of the relevant invoice from Portico, along with any Associated Administration Fees as detailed in Schedule 1.
- 2.2 All Security Deposits for import duties lodged with the Customs Authorities by Portico on behalf of the Customer shall be paid by the Customer immediately upon receipt of the relevant invoice from Portico under such circumstances whereby the Customer fails to provide the Required Documentation in accordance with any Customs Law or regulation to enable the release of the security back to Portico within three (3) calendar months from the date of the customs entry.
- 2.3 The Customer will pay Portico a Fee for the Services rendered as detailed in Schedule 1, to this Agreement, including all third-party fees as detailed under "Port Related Fees" in Schedule 1 to this Agreement.
- 2.4 Each year the Fees will be increased automatically by the December rate of the Retail Price Indexation ('RPI') with such changes coming into effect for services provided from the 1st of January the following year, with exception to "Port Related Fees" which can be increased at any time by Portico by giving the Customer one (1) month notice in writing following increased charges from the Port authorities.



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- 2.5 The Customer will pay Portico invoices within thirty (30) days from the date of the invoice, with exception to invoices for duties, VAT, or securities as whereby there will be no credit facility for this service and immediate payment of all taxes and duties will be required upon receipt of invoice. These terms are entirely dependent on the Customer having a satisfactory credit score.
- 2.6 Where the Customer fails to settle an invoice in full in accordance with the above clauses, Portico shall be entitled to charge interest on any amount outstanding.
- 2.7 The Customer shall pay interest on all overdue payments accruing from day to day for the period of default at a monthly rate of 2%.

3. Liabilities

- 3.1 Portico shall obtain an insurance policy fully covering the liability mentioned in this agreement. Details of which will be handed to the Customer upon request within fifteen (15) Working Days following receipt of a written request by the Customer.
- 3.2 Portico will be liable for civil penalties incurred due to errors and omissions by a Portico employee, except where incorrect information or documentation has been supplied by the Customer or their third-party representatives which had a direct influence on the error or omission, under such circumstances the Customer will be liable. Portico shall limit their liability for any error or omission to GBP1,000 each event.
- 3.3 The Customer will be liable for any duties, VAT or civil penalty issued by any customs authority in any jurisdiction where they or their third-party representative, including transport companies, failure to discharge Transit Documentation raised by Portico on their behalf or against their instruction.
- 3.4 The Customer will be liable to Portico and all authorities for the accuracy of the information or documentation supplied to Portico for the purpose of completing documentation or acting as representative on behalf of the Customer and will hold Portico harmless in the event where any authority in any jurisdiction claim against inaccurate information supplied.

4. Third Party Rights

- 4.1 It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that the Contract is not intended to, and does not, give to any person who is not a party to the Contract any rights to enforce any provisions contained in the Agreement.

5. Entire Agreement

- 5.1 This Agreement 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.
- 5.2 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 5.3 Portico may, at its sole discretion, use any data supplied by or on behalf of a customer for any purpose in connection with the Services to be provided pursuant to this Agreement or other business requirements. The Customer authorizes Portico to share that data with any party providing services to Portico for the purposes of performing its obligations under the Agreement and, where appropriate, with any Government Authority. Portico and the Customer shall treat all information and data received in connection with the Services to be performed under this Agreement as strictly confidential.

