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## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### 1. APPLICATION OF THESE CONDITIONS

- 1.1. These Conditions apply to and form part of the Contract between the Supplier and the Customer. These Conditions are agreed between the parties and supersede any previously issued terms and conditions of purchase or supply.
- 1.2. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 1.3. No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.

### 2. APPOINTMENT

- 2.1. The Customer hereby appoints the Supplier to be its agent and to provide the Services on its behalf. The Customer acknowledges and agrees that, at all times when providing the Services, the Supplier shall be acting as the Customer's agent.
- 2.2. The scope of the Supplier's authority shall be specified in the Order or otherwise agreed between the parties. If the Customer requests the Supplier to provide Claims Handling Services, the Customer shall specify whether the Supplier is authorised only to assess claims or to both assess and settle claims, and any limits on such authority to settle claims.
- 2.3. The Customer shall at its own expense promptly execute and deliver all documents and perform any other acts as may reasonably be required to confirm the Supplier's appointment as the Customer's agent [(if applicable)] and to enable the Supplier to undertake the Services.

### 3. ORDERS

- 3.1. Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.
- 3.2. Once submitted, an Order may not be withdrawn or amended by the Customer unless:
  - (i) the Supplier agrees in writing; and (ii) in the case of a requested withdrawal, the Customer pays the Supplier's costs of performing the Order up to the date of Supplier's agreement to the withdrawal, on a time and materials basis; or (iii) in the case of a requested amended Order, the Customer agrees to pay any increased costs notified to it by the Supplier resulting from the requested amendment.



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- 3.3. The Supplier may accept or reject an Order at its discretion. An Order shall be accepted upon the earlier of:
- 3.3.1. the Supplier's written acceptance of the Order; or
  - 3.3.2. the Supplier beginning to perform the Services or notifying the Customer that the Services are ready to be performed (as the case may be).
- 3.4. The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only.
- 3.5. Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

#### 4. PRICE

- 4.1. Unless otherwise specified in the Order or these Conditions, the price for the Services shall be calculated in accordance with the charges agreed with the Customer from time to time (Price).
- 4.2. Recovery Services shall be provided on a 'no cure, no pay' basis. The Price in respect of Recovery Services shall be 15% of all sums recovered by the Supplier on behalf of the Customer, or such other percentage as the parties may agree from time to time.
- 4.3. The Prices are exclusive of:
- 4.3.1. disbursements, including bank charges, printing and postage costs, and reasonable travel and accommodation costs, which shall be charged in addition at the Supplier's standard rates;
  - 4.3.2. experts' fees as described in clause 4.7 below; and
  - 4.3.3. VAT (or equivalent sales tax), where applicable.
- 4.4. The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 4.5. Subject to any agreement to the contrary with the Customer, the Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing.
- 4.6. Notwithstanding clause 4.5, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of the Supplier.



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- 4.7. From time to time, the Supplier may instruct third party experts (such as sub-contractors, lawyers or surveyors) on the Customer's behalf, where this is necessary for the provision of the Services. All such third party costs are for the Customer's account, and the Supplier shall not have any liability in respect of any such costs. The Supplier will use reasonable endeavours to obtain the Customer's agreement before incurring such costs. However, the Customer acknowledges that,
- (i) due to the nature of the Services, there will be times when the Supplier may need to instruct third parties at short notice without giving prior notice to the Customer, and (ii) the Customer will remain liable for all costs arising from any such instructions.

## 5. PAYMENT

- 5.1. The Supplier may invoice the Customer for the Services at any time. The Supplier will typically raise invoices upon completion of the Services, but the Supplier reserves the right to raise interim invoices where it deems this to be appropriate.
- 5.2. The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice, to the bank account nominated by the Supplier.
- 5.3. Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

## 6. CREDIT LIMIT

The Supplier may set and vary credit limits from time to time and may request payments on account from the Customer. The Supplier may withhold all further supplies if the Customer exceeds such credit limit or fails to make such payment on account.

## 7. PERFORMANCE

- 7.1. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.
- 7.2. The Supplier shall not be liable for any delay in or failure of performance caused by
- (i) the Customer's failure to provide the Supplier with adequate instructions for performance of or otherwise relating to the Services, or
  - (ii) Force Majeure.



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## 8. CUSTOMER OBLIGATIONS

- 8.1. The Customer shall cooperate with the Supplier in the provision of the Services, including providing the Supplier with all necessary information, documentation, and access to relevant people and locations.
- 8.2. The Customer shall act at all times in its relations with the Supplier dutifully and in good faith.
- 8.3. The Customer shall not, during the term of provision of the Services, negotiate or deal with the subject matter of the Services directly, unless such Services are properly terminated and relevant fees and disbursement settled.

## 9. WARRANTY

- 9.1. The Supplier warrants that the Services shall:
  - 9.1.1. conform in all material respects to the Specification; and
  - 9.1.2. be supplied with reasonable care and skill.
- 9.2. The Supplier shall, at its option, remedy, re-perform or refund the value of the part of the Services that do not comply with clause 9.1, provided that:
  - 9.2.1. the Customer serves a written notice on the Supplier within a reasonable period of time but not later than 20 Business Days from performance of the Service; and
  - 9.2.2. such notice specifies that some or all of the Services do not comply with clause 9.1 and identifies in sufficient detail the nature and extent of the non-compliance claimed; and
  - 9.2.3. the Customer gives the Supplier a reasonable opportunity to examine the claim of the non-compliant Services.
- 9.3. Except as set out in this clause 9:
  - 9.3.1. the Supplier gives no warranties and makes no representations in relation to the Services; and
  - 9.3.2. shall have no liability for their failure to comply with the warranty in clause 9.1, and all warranties and conditions (including the conditions implied by ss. 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 9.4. **The Customer warrants that:**
  - 9.4.1. it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs with respect to the Services;
  - 9.4.2. it has the irrevocable authority to instruct the Supplier;
  - 9.4.3. the Supplier shall be the sole party instructed in respect of the Services and/or subject matter of the Services; and



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9.4.4. the instruction and/or subject matter of each Order are not illegal and do not contravene applicable law, including but not limited to, legislation pertaining to bribery, the proceeds of crime, money laundering and/or sanctions.

## 10. CUSTOMER FUNDS

10.1. If the Customer provides funds to the Supplier for use in settling claims assessed by the Supplier when providing Claims Handling Services, the Supplier shall:

10.1.1. hold such funds as trustee in a separate bank account and shall apply those funds solely to settle such claims or otherwise in accordance with the Customer's instructions;

10.1.2. keep records of any transactions involving such funds; and

10.1.3. from time to time (in the form and at intervals to be agreed between the parties) provide the Customer with a breakdown of the funds held on the Customer's behalf and details of any funds applied in the settlement of claims.

## 11. PROPERTY TRANSACTIONS

11.1. If the Supplier is instructed to sell real or personal property (including when providing Distressed Cargo Services), the Supplier shall:

11.1.1. use reasonable endeavours to obtain a reasonable market price for the property having consideration to the condition of the property, the market conditions at the time of sale, transport and insurance costs and other relevant circumstances;

11.1.2. act as an agent of the Customer in undertaking any such sale; and

11.1.3. account to the Customer for any proceeds arising from such sale, after deduction of the Supplier's fees.

## 12. INDEMNITY

12.1. The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with:

12.1.1. the Supplier acting with reasonable care and skill within the scope of its authority under the Contract as agent for the Customer (including the costs of instructing any third parties on the Customer's behalf in accordance with clause 4.7); or

12.1.2. the Customer's breach of any of the Customer's obligations under the Contract.

## 13. LIMITATION OF LIABILITY

13.1. The extent of the parties' liability under or in connection with the Contract (whether arising in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.

13.2. Subject to clause 13.3, the Supplier shall not be liable for:

13.2.1. consequential, indirect or special losses; or



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13.2.2. any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss or corruption of data;
- (c) loss of use;
- (d) loss of production;
- (e) loss of contract;
- (f) loss of opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated);
- (h) harm to reputation or loss of goodwill.

13.2.3. Subject to clause 13.3, the Supplier's total liability shall not exceed the lower of: (i) the sum of £50,000; and (ii) 100% of the Price for the Services that gave rise to the liability.

13.3. Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of:

13.3.1. death or personal injury caused by negligence;

13.3.2. fraud or fraudulent misrepresentation; or

13.3.3. any other losses which cannot be excluded or limited by applicable law.

#### **14. CONFIDENTIALITY**

14.1. The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. Subject to clause 15, the provisions of this clause shall not apply to:

14.1.1. any information which was in the public domain at the date of the Contract;

14.1.2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

14.1.3. any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or

14.1.4. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

#### **15. PROCESSING OF PERSONAL DATA**

15.1. The parties acknowledge that where the Supplier processes Protected Data pursuant to the Contract, the Supplier may either be acting as a Data Processor on behalf of the Customer, or acting as a Data Controller in its own right, depending upon the nature of the Services being provided. For example, the parties acknowledge that the Supplier will typically be acting as a Data Controller when providing Claims Handling Services and Recovery Services, and will typically be acting as a Data Processor when providing Survey Services and Distressed Cargo Services. In some circumstances, the Customer and the Supplier may jointly decide the purposes and means of processing of certain Personal Data, in which case the parties shall be joint Data Controllers.



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- 15.2. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
- 15.3. The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 15.4. Where the Supplier acts as a Data Processor on behalf of the Customer, the Supplier shall:
- 15.4.1. only process the Protected Data in accordance with the Customer's instructions and the Contract, except to the extent:
- (a) that alternative processing instructions are agreed between the parties in writing; or
  - (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest);
- 15.4.2. implement and maintain suitable technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access (taking into account the state of technical development and the nature of processing);
- 15.4.3. not permit any processing of Protected Data by any agent, sub-contractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer, provided that the Customer acknowledges that in certain limited circumstances it may be necessary for the Supplier to share small quantities of Protected Data with third parties without the Customer's prior consent in order to protect the Customer's rights;
- 15.4.4. remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own;
- 15.4.5. ensure that all natural persons authorised by the Supplier to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential;
- 15.4.6. (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and
- 15.4.7. (at the Customer's cost and taking into account the nature of the processing) assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.



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- 15.5. The Customer authorises the appointment of third party experts as set out in clause 4.7; the Supplier's Affiliates (accessible at the following address: <http://www.wecoxclaimsgroup.com/W-E-Cox/Contact-Us>); and the Sub-Processors (accessible at the following address: <http://www.wecoxclaimsgroup.com/Cargo-Claims/Survey-Agents>).
- 15.6. The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 15 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 15.6).
- 15.7. Without prejudice to clause 15.2, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 15.8. Where the Supplier and the Customer act as joint Controllers in respect of any Personal Data, each party shall in respect of such Protected Data:
- 15.8.1. give full information to any Data Subject whose Personal Data may be processed under the Contract of the nature of such processing;
- 15.8.2. assist the other party in complying with all applicable requirements of the Data Protection Laws in relation to such Personal Data. In particular, each party shall:
- (a) promptly inform the other party about the receipt of any Data Subject access request;
  - (b) provide the other party with reasonable assistance in complying with any Data Subject access request;
  - (c) assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, Personal Data Breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
  - (d) notify the other party without undue delay on becoming aware of any Personal Data Breach; and
  - (e) provide the other party with contact details of a point of contact for all issues arising out of the Data Protection Laws.



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- 15.9. The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs arising out of or in connection with any breach by the Customer of its obligations under this clause
- 15.10. On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 15 shall survive termination or expiry of the Contract.

## 16. FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 28 days, either party may terminate the Contract by written notice to the other party.

## 17. TERMINATION

- 17.1. The Supplier may terminate the Contract, or any other contract which it has with the Customer, at any time by giving notice in writing to the Customer if:
- 17.1.1. the Customer commits a material breach of Contract and such breach is not remediable;
- 17.1.2. the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;
- 17.1.3. the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or
- 17.1.4. the Customer becomes insolvent, or is wound up, or enters administration or receivership, or ceases to carry on business or does or suffers any similar or analogous act.
- 17.2. The Supplier may terminate the Contract any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control.
- 17.3. If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 17, it shall immediately notify the Customer in writing.
- 17.4. Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.



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## 18. NOTICES

18.1. Any notice given by a party under these Conditions shall be in writing, in English and sent to the party's registered address. Notices may be given, and will be deemed received:

18.1.1. by first-class post: 3 days after posting;

18.1.2. by airmail: 10 days after posting; or

18.1.3. by hand: on delivery.

18.2. This clause does not apply to notices given in legal proceedings or arbitration.

## 19. CUMULATIVE REMEDIES

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

## 20. FURTHER ASSURANCE

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

## 21. ENTIRE AGREEMENT

21.1. The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

21.2. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

21.3. Nothing in these Conditions purports to limit or exclude any liability for fraud.

## 22. VARIATION

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

## 23. ASSIGNMENT

23.1. The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

23.2. The Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate. The Supplier acknowledges and agrees that any act or omission of its Affiliate in relation to the Supplier's rights or obligations under the Contract shall be deemed to be an act or omission of the Supplier.



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## 24. SET OFF

The Supplier may at any time set off any liability incurred or sums owed to the Customer by it or one of its Affiliates under the Contract or under any other contract which the Supplier or one of its Affiliates has with the Customer, against any liability owed by the Customer to the Supplier or any of its Affiliates. The Supplier shall notify the Customer about the intended set off, together with reasonable information to enable the Customer to identify the liabilities being set off and any outstanding amount owing. If the set off is undertaken using Customer funds held by the Supplier and the funds due are in different currencies, the exchange rate shall be that applicable on the date of the set off.

## 25. SEVERANCE

If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

## 26. WAIVER

- 26.1. No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 26.2. No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

## 27. COMPLIANCE WITH LAW

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

## 28. CONFLICTS WITHIN CONTRACT

If there is a conflict between the terms contained in the Conditions and the terms of the Order, the terms of the Conditions shall prevail.

## 29. COSTS AND EXPENSES

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

## 30. THIRD PARTY RIGHTS

- 30.1. Except as expressly provided for in clause 30.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.



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- 30.2. Any Affiliate of the Supplier which is not a party to the Contract shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

### 31. DISPUTE RESOLUTION

- 31.1. The Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with the Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof, save to the extent necessary to give effect to the provisions of this clause. The seat of the arbitration shall be England, even

where any hearing takes place outside England. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The number of arbitrators shall be two arbitrators, who may appoint an umpire if they cannot agree on any matter relating to the arbitration.

- 31.2. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified in the notice, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the sole arbitrator had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.
- 31.3. In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
- 31.4. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of US\$400,000 (or such other sum as the parties may agree) the parties may further agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings are commenced.



## 32. DEFINITIONS AND INTERPRETATION

32.1. In these Conditions the following definitions apply:

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

**Business Day** means a day other than a Saturday, Sunday or bank or public holiday;

**Casualty Services** means investigating maritime casualties howsoever arising, provision of guarantees, adjusting and negotiating salvage contributions, adjusting, negotiating and defending general average contributions, adjusting PA losses and arranging survey and sale/destruction of affected cargo, recovery of contributions, and appointment of experts as required;

**Claims Handling Services** include investigating marine insurance claims, defending such claims on behalf of carriers/hauliers, advising on and/or settling such

claims on behalf of insurers, and pursuing counter claims against responsible third parties;

**Conditions** means the Supplier's terms and conditions of supply set out in this document;

**Confidential Information** means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

**Contract** means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and each Order;

**Control** has the meaning given to it in section 1124 of the Corporation Tax Act 2010;

**Controller** shall have the meaning given to it in applicable Data Protection Laws from time to time;

**Customer** means the person who purchases the Services from the Supplier;

**Data Controller** and **Data Processor** shall each have the meaning attributed to them in the Data Protection Laws;

**Data Protection Laws** means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;



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**Data Subject** shall have the meaning given to it in applicable Data Protection Laws from time to time;

**Distressed Cargo Services** include assisting with the sale and purchase of distressed cargo and/or salvage on behalf of cargo owners and their insurers, either through direct transactions with known buyers or on a public tender basis;

**Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

**GDPR** means the General Data Protection Regulation, Regulation (EU) 2016/679;

**International Organisation** shall have the meaning given to it in applicable Data Protection Laws from time to time;

**Order** means an instruction from the Customer to the Supplier for the Supplier to provide Services to the Customer;

**Personal Data** shall have the meaning given to it in applicable Data Protection Laws from time to time;

**Personal Data Breach** shall have the meaning given to it in applicable Data Protection Laws from time to time;

**Price** has the meaning set out in clause 4.1;

**processing** has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly);

**Processor** shall have the meaning given to it in applicable Data Protection Laws from time to time;

**Protected Data** means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;

**Recovery Services** include undertaking recovery actions on behalf of cargo interests and their insurers against parties responsible for causing losses (including but not limited to shipping lines, airlines and hauliers);

**Services** means the Services to be performed by the Supplier for the Customer (which may include, without limitation, Claims Handling Services, Distressed Cargo Services, Recovery Services and Survey Services);

**Specification** means the description or specification of the Services set out or referred to in the Order;



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**Sub-Processor** means any agent, sub-contractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities in respect of the Protected Data (but excluding any third parties instructed by the Supplier on behalf of the Customer);

**Supplier** means W.E. Cox Claims Group Limited, a company registered with company number 700592 at 2 Leman Street, London, E1W , and its Affiliates from time to time;

**Survey Services** include undertaking surveys and/or investigations of cargo, freight and transit losses, pre-risk surveys on warehouses, load-lash surveys and pre-shipment surveys; and

**VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

32.2. In these Conditions, unless the context requires otherwise:

32.2.1. any clause or other heading in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

32.2.2. a reference to a 'party' includes that party's, successors and permitted assigns;

32.2.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

32.2.4. words in the singular include the plural and vice versa;

32.2.5. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

32.2.6. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email); and

32.2.7. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.



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