

Perennial Freight Limited

Terms and Conditions for holding or availing of a credit account

Conditions Adopted In-force from 01.10.2019

Definitions and Application

(1) In these conditions;

“Company” is Perennial Freight Limited

“Customer” Means the person or organisation whose request or on whose behalf the

company undertakes or provides any business, information or services to

“Owner” Means the owner of the goods (including any packaging)

The Company

(2) A. The company agrees, subject to credit approval, to provide approved credit accounts to the customer where credit account applications have been made.

B. The company will ensure the customer will receive a credit limit

C. The company will allow a credit facility for a term on each approved account of 30 days from end of month traded, this condition supersedes any condition set out in your transport order, bookings or internal terms and conditions.

D. The company will carry/transit all cargo under CMR Conditions for mainland Europe and FTAI Conditions for cargo transiting between Great Britain Northern Ireland the Channel Islands the Isle of Man and the off-shore islands including sea transits between these territories.

E. The company reserves the right to retract any credit account and request immediate upfront settlement in circumstances where the customer has breached the conditions of credit account.

F. The company reserves the right to cease commercial activity for the customer in the event that the credit account conditions have been breached.

G. The company will operate to Late Payments Directive 2011/7/EU, for overdue or non-compliant accounts

H. The company shall not in any circumstances offer credit facility for TAXES, Duty or Fines.

I. The company, in exceptional or pre-agreed circumstances reserves the right

to reduce credit terms to a lesser term, or COD basis.

The Customer

- (3) A. The customer agrees to the conditions set out by the company in article 2 of these conditions.
- B. The customer agrees that no monies will be deducted from credit account in respect of claims, fines or losses
- C. The customer agrees that these conditions of credit account in conjunction with the conditions set out in Article 2(D) will be adhered to, and will supersede any additional conditions made or imposed by you in writing, upon engaging in the commissioning of services from the company

Jurisdiction and Law

- (4) These conditions and any act or contract to which they apply will be governed by the Laws of the Republic of Ireland and any dispute arising out of any contract which these conditions apply shall be subject to the exclusive jurisdiction of the Courts of The Republic of Ireland.