INTRODUCTION

CEVA Showfreight are bringing their exhibition site logistics and forwarding skills to Amsterdam as the SOLE OFFICIALLY APPOINTED FREIGHT FORWARDER AND LIFTING CONTRACTOR for IBC2023. This puts us in the unique position of being the only company to operate forklifts, cranes and electric pallet trucks in the halls and on the terraces surrounding the site.

We have specialised partners across the globe to take care of your shipping requirements and consolidation points so that goods for IBC can then travel together to Amsterdam, saving money and avoiding multiple handling of shipments, thus reducing the risk of damages.

When you arrive onsite at the RAI Amsterdam we will have offices within the halls to assist you during the build-up, show days and breakdown.
KEY INFORMATION

Build-up (Early Access upon approval from IBC)
Build-up Dates
Show Dates
Breakdown Dates

07 September 2023
08-14 September 2023
15-18 September 2023
18-21 September 2023

Shipping Deadlines

Seafreight LCL / FCL at any Rotterdam Port
LCL = 28 August 2023
FCL = 31 August 2023

Airfreight at Schiphol Airport (AMS)
4th September 2023

Road freight directly to IBC2023
Day required on stand via P20
Road freight via Warehouse
3 days prior to delivery date

Orders received after 25 August 2023 will incur a 30% late booking surcharge
or any shipment arriving after the above shipping deadlines.

Please send all pre alerts to the CEVA Contacts below.

International / Freight enquiries:
Kevin Watkins
Kevin.watkins@cevalogistics.com
+44 (0) 330 587 7776

Onsite Handling enquiries:
Mark Jackson
mark.jackson@cevalogistics.com
+44 (0) 330 587 7777
**Build-up**
Deliveries and collections are to be made to the RAI during the official build-up and breakdown periods only (unless early access has been authorised by IBC).

**Breakdown**
Breakdown period will end at 14:00 on 21 September 2023. Any shipments that remain either in the exhibition halls or in one of CEVA Showfreight’s onsite warehouses after this date/time, will be removed from site and transferred to a third party warehouse at the exhibitor/contractors cost.

To avoid delays and ensure the shipment can be delivered on the required date, please ensure that shipment arrives no later than the deadline dates.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday 18 September 2023</td>
<td>17:00–23:00</td>
<td>Priority empty cases will be returned</td>
</tr>
<tr>
<td></td>
<td>23:00–10:00 (Tuesday)</td>
<td>Next Day empty cases will be returned</td>
</tr>
<tr>
<td>Tuesday 19 September 2023</td>
<td>08:00–11:00</td>
<td>Self-unloaders and CEVA can reload</td>
</tr>
<tr>
<td></td>
<td>11:00–19:00</td>
<td>CEVA only reloading</td>
</tr>
<tr>
<td></td>
<td>19:00–22:00</td>
<td>CEVA and self-loaders</td>
</tr>
<tr>
<td>Wednesday 20 September 2023</td>
<td>08:00–22:00</td>
<td>CEVA and self-loaders</td>
</tr>
<tr>
<td>Thursday 21 September 2023</td>
<td>08:00–18:00</td>
<td>CEVA and self-loaders</td>
</tr>
</tbody>
</table>

*Any freight or equipment not collected by 14:00 21 September  will be moved to our warehouse at your cost.*

(Please contact mark.jackson@cevalogistics.com or call +44 (0)330 587 7427 for information)
KEY INFORMATION

EMPTY CASES

We offer a two-tier service for empty packing cases:

Next Day Service
This guarantees all empty cases will be returned to your stand by 10:00 Tuesday 19 September 2023.

Priority Service
This service begins at 17:00 hours and ends at 23:00 hours on Monday 18 September. Please be aware we are not permitted to operate forklift trucks in the halls until 1 hour after the show closes.
For the Priority Service it is essential that we have written confirmation of your requirements and that you collect the relevant storage labels from our offices at the RAI.

3rd party companies who wish to book priority empties must do so in conjunction with our international, unloading and reloading service.

In Summary
• Priority Empty Case returns begin at 17:00 hours and will be completed by 23:00 hours on Monday 18 September.
• Next day Empty Case returns begin at 23:00 hours and will be returned by 10:00 hours on Tuesday 19 September.
• Freight collections begin at 08:00 hours on Tuesday 19 September.
• Vehicles will not be allowed on site until earliest 21:00 hours on Monday 18 September.
• All vehicles must report via P20.

*All stand building empty cases must be labelled and removed from the hall no later than 19:00 hours on Thursday 14 September

(Please contact mark.jackson@cevalogistics.com or call +44 (0)330 587 7427 for information)
All Bills of Lading should be sent freight prepaid to Rotterdam RTM Port and consigned as follows:

Consinee:
CEVA Showfreight
IBC2023
Exhibitor Name
Hall & Stand Number
Elektronweg 24
3542 AC Utrecht
The Netherlands

Notify:
CEVA Showfreight
Contact: Kevin Watkins
Telephone: +44 (0) 330 587 7406

Documents required in advance of Shipment
- Copy of Bill of Lading with 3 original invoices attached
- Copy of Shipping Invoice / Packing List
- Copy of Power of Attorney

All Airfreight consignments should be sent freight prepaid to Amsterdam Airport Schiphol (AMS) and consigned as follows:

Consinee:
CEVA Showfreight
IBC2023
Exhibitor Name
Hall & Stand Number
Folkstoneweg 182
1118 LN Schiphol
The Netherlands

Notify:
CEVA Showfreight
Contact: Kevin Watkins
Telephone: +44 (0) 330 587 7406

Documents required in advance of Shipment
- Copy of Direct Master AWB with 3 original invoices attached
- Copy of Shipping Invoice / Packing List
- Air shipments must be covered by one Master AWB
- ATA Carnet shipments- number must be shown on AWB

Using consolidators will delay customs clearance and delivery. Any deconsolidation charges will be passed on at cost + 10%. Please forward all documentation to kevin.watkins@cevalogistics.com for approval before shipping.
Shipments delivering direct to the RAI should first report to the marshalling area detailed on page 8 and be consigned as follows:

**CEVA Showfreight**  
IBC2023  
Exhibitor Name  
Hall & Stand Number  
Parking area P20  
Heining  
1047 Amsterdam  
The Netherlands

Documents required in advance of Shipment

- Copy of customs transit document
- Copy of commercial Invoice / Packing List
- Copy of Power of Attorney
- Copy of CMR

All part load shipments not loaded directly at the customers premises should first report to the marshalling area detailed on page 8 and will be direct to advanced warehouse.

**CEVA Showfreight**  
IBC2023  
Exhibitor Name  
Hall & Stand Number  
Parking area P20  
Heining  
1047 Amsterdam  
The Netherlands

**NCTS Code NL00085**

Documents required in advance of Shipment

- Copy of customs transit document
- Copy of commercial Invoice / Packing List
- Copy of Power of Attorney
- Copy of CMR

For road-freight shipments that require customs clearance please contact: kevin.watkins@cevalogistics.com for detailed information.

For full traffic information please contact: melanie.shipway@cevalogistics.com

Please forward pre advice to kevin.watkins@cevalogistics.com for approval before shipping
Marshalling Area
All vehicles delivering / collecting from the RAI will be first directed to a traffic marshalling area at Parking area P20 Heining, 1047 Amsterdam, managed by RAI Traffic. Vehicles will be held in a queuing system until space is available at the relevant delivery door or for part load shipments sent to the advance warehouse.

Directions to P20 registration area. Here your drivers will register with CEVA traffic and gain their access pass for the RAI or the advanced warehouse.

Due to limited space at the RAI there will be a daily period between 08:00-12:00 where CEVA are granted priority space for vehicles over 8 metres in length. After this time all other vehicles will be allowed to access the terraces when space becomes available.

CEVA Showfreight accepts no responsibility for queuing times at P20.
Please forward pre advice to melanie.shipway@cevalogistics.com for approval before shipping.
Please forward pre advice to kevin.watkins@cevalogistics.com for approval before shipping.
CUSTOMS | CLEARANCE

Shipments from outside the European Union are subject to customs clearance formalities. Please read the following information carefully:

PERMANENT ENTRIES:
Permanent entries can be done only for goods which are to be consumed during the show, such as consumables, office material, giveaways, catalogues, etc. Any permanent entry is subject to payment of import duties and taxes, which will be calculated from the CIF value of the goods (CIF value = declared value + freight costs).

CONSUMABLE ENTRIES:
All items declared as consumable and imported as such will not be able to re-export from the EU after the event.

TEMPORARY ENTRIES:
Goods returning to origin after the show must be processed through a temporary import entry at customs, in order to avoid the payment of duties and taxes. All exhibits/materials entered under temporary importation are subject to control and examination by NL customs. Goods under temporary entry cannot be sold during the show and any sale operation MUST BE reported to the NL customs authorities, otherwise heavy penalties might be incurred. Please contact CEVA should you wish to sell any temporary import goods. All items must be re-exported within 14 days and we can not hand over goods to 3rd parties.

ATA CARNET:
CEVA must be mentioned in box B of the ATA Carnet or a power of attorney must be provided so we can perform the clearance and no consumable items should be listed. Trucks arriving at the advanced warehouse or fairground cannot be cleared on ATA Carnet. Carnet clearances must be performed at port of import.

COMMERCIAL INVOICE:
The combined invoice/packing list must show the following information: number of units per each item/values/full description of items in English, (including serial number for electronic devices), model numbers and customs code number (Brussels nomenclature), total number of boxes/pallets, weight and sizes. All items must have a declared value, which must be approved by NL customs.

ALL INVOICES MUST BE PRE-APPROVED BY CEVA IN ADVANCE OF SHIPMENT.
For guidance regarding HS Codes please refer to this LINK

*Temporary, Permanent and consumable Import materials must be packed separately, in different boxes.
DOCUMENTATION

All documents must be received at least 7 working days in advance of arrival and be written in English. A combined Commercial Invoice and Packing List is required containing the following information:

- Country of origin
- Confirmation that the packing conforms to local regulations
- Tariff heading(s) / H.S. Codes
- Serial numbers (where applicable)
- Commodities are itemised and valued individually
- Weights and dimensions of individual packing cases
- Temporary & permanent import materials must be packed separately, in different boxes

Please note: Everything has a value. Consumables should show a realistic value ‘For Customs purposes only’ Please consign as follows:

CEVA Showfreight
IBC2023
Exhibitor Name
Hall & Stand Number
RAI
Europaplein
NL1078 GZ
Amsterdam
The Netherlands

On your commercial invoice please specify the appropriate import status:

PERMANENT:
‘Goods are for permanent entry into The Netherlands’

TEMPORARY:
‘Goods are for display purposes at IBC2023 and will be returned after the event’

Electronic copies of a commercial invoice can be downloaded HERE
Power of Attorney

To act on your behalf at Dutch customs, CEVA Showfreight requires that you grant us ‘Power of Attorney’ for all customs related matters. By giving us Power of Attorney, CEVA Showfreight will provide customs services in accordance with article 5, paragraph 6 of the Union Customs Code (regulation 952/2013).

A Blank Power of Attorney can be provided upon request.

CEVA Showfreight cannot provide customs services without a signed Power of Attorney.
Insurance

Insurance cover whilst goods are in transit or in CEVA’s possession are covered under the limitations of CEVA’s TERMS AND CONDITIONS.

Goods left unattended on stands after delivery or awaiting collection after an exhibition are the sole responsibility of the exhibitor, and therefore strongly recommend that your freight is fully insured.

Specific all risk cover for your freight is available from CEVA upon request, please contact:

kevin.watkins@cevalogistics.com

Payment of Charges

Unless freight is routed via one of our appointed agents we will require payment of all charges, as advised by us, prior to the last day of the show. Personal or foreign cheques are not acceptable. Settlement can be made in advance by bank transfer or alternatively on site by credit card.

BNP Paribas
10 Harewood Avenue
London
NW1 6AA

<table>
<thead>
<tr>
<th>Account Name:</th>
<th>CEVA Receivables Finance DAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number:</td>
<td>89848045</td>
</tr>
<tr>
<td>Sort Code:</td>
<td>40 – 63 – 84</td>
</tr>
<tr>
<td>IBAN:</td>
<td>GB40BNPA40638489848045</td>
</tr>
<tr>
<td>BIC (Swift):</td>
<td>BNPAGB22XXX</td>
</tr>
</tbody>
</table>
Temporary / Permanent Import And ATA Carnet Clearance
€41.00 Per 100kg (Min €82.00 / Max €434.00)

Temporary Import Bond Fee
1.5 % Of CIF Value (Min €33.00)

Consumable Customs Entry
€135.00 Per Declaration For Give-away Items

VAT Duties
At Cost

Advancement Fee
10% (Min €44.00)
# International Inbound Tariff

From free arrival Schiphol Airport (AMS), Inward handling with delivery direct to stand excluding customs clearance.

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Tariff Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 To 50kg</td>
<td>€183.00 (Min Charge)</td>
</tr>
<tr>
<td>51 To 200kg</td>
<td>€197.00</td>
</tr>
<tr>
<td>201 To 300kg</td>
<td>€205.00</td>
</tr>
<tr>
<td>301 To 400kg</td>
<td>€233.00</td>
</tr>
<tr>
<td>401 To 500kg</td>
<td>€284.00</td>
</tr>
<tr>
<td>501 To 1000kg</td>
<td>€284.00 Plus €0.48 Per Kg</td>
</tr>
<tr>
<td>+1000 Kg</td>
<td>€500.00 Plus €0.39 Per Kg</td>
</tr>
</tbody>
</table>

There will be an additional charge of €13.00 per 100kg / €39.00 per cbm (min €78.00 whichever the greater) for freight via the warehouse. Deliveries to stand in overtime will be charged via warehouse + 50%.

<table>
<thead>
<tr>
<th>Service</th>
<th>Tariff Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Handling</td>
<td>€100.00 Per 1000kg Or 2cbm (Min €100.00)</td>
</tr>
<tr>
<td>Import Documentation</td>
<td>€210.00 Per Item</td>
</tr>
<tr>
<td>Transport To The RAI</td>
<td>€110.00 Per 1000kg Or 2cbm (Min €330.00)</td>
</tr>
<tr>
<td>Intervention Fee</td>
<td>€110.00 Per Item</td>
</tr>
<tr>
<td>Transport from port to RAI</td>
<td></td>
</tr>
<tr>
<td>20 Foot Container</td>
<td>€1098.00 Per Container</td>
</tr>
<tr>
<td>40 Foot Container</td>
<td>€1181.00 Per Container</td>
</tr>
<tr>
<td>40 Foot High Cube Container</td>
<td>€1181.00 Per Container</td>
</tr>
<tr>
<td>Intervention Fee</td>
<td>€210.00 Per Item</td>
</tr>
</tbody>
</table>

# Ocean Freight Minimum Handling Charges

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Minimum Handling</th>
</tr>
</thead>
<tbody>
<tr>
<td>20FT Container</td>
<td>25cbm Min Per Container</td>
</tr>
<tr>
<td>40FT Container</td>
<td>50cbm Min Per Container</td>
</tr>
<tr>
<td>40FT HC Container</td>
<td>55cbm Min Per Container</td>
</tr>
<tr>
<td>45FT Container</td>
<td>60cbm Min Per Container</td>
</tr>
</tbody>
</table>
ONSITE HANDLING TARIFF

Unload Direct From Vehicle To Stand
€35.00 Per cbm (Min 2cbm)

Unload Via On-site Warehouse To Stand
€70.00 Per cbm (Min 2cbm)

Reload Direct From Stand To Vehicle
€35.00 Per cbm (Min 2cbm)

Reload Via On-site Warehouse To Vehicle
€70.00 Per cbm (Min 2cbm)

Relifting
€35.00 Per cbm (Min 2cbm)

Labour (Unskilled) For Unpacking / Repacking
€47.00 Per Hour (Min 4 Hours)

Fork-lift Hire For Erection Or Dismantling
€105.00 Per Hour (Min 2 Hours)

Communication Fee
€47.00 Per Consignment

Collection Storage And Redelivery Of Next Day Empty Cases
€58.00 Per cbm (Min 3cbm)

Collection Storage And Return Of Priority Empty Cases
€90.00 Per cbm (Min 3cbm)

Collection Storage And Redelivery Of Accessible Storage
€81.00 Per cbm (Min 3cbm)

Storage Costs Per Day *Prior To And After Official Tenancy Period
€9.50 Per cbm Per Day (Min 3cbm)

Full Goods Storage
€68.00 Per cbm (Min 3cbm)
<table>
<thead>
<tr>
<th>Service</th>
<th>Fee Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Export ATA Carnet Clearance</td>
<td>€21.00 per 100kg</td>
</tr>
<tr>
<td>Export Clearance</td>
<td>€21.00 per 100kg</td>
</tr>
<tr>
<td>Export T1 Guarantee Fee</td>
<td>0.7% of CIF value (min €33.00)</td>
</tr>
<tr>
<td></td>
<td>min €47.00 – max €205.00</td>
</tr>
<tr>
<td></td>
<td>min €47.00 – max €205.00</td>
</tr>
</tbody>
</table>
**INTERNATIONAL | OUTBOUND | TARIFF**

**Collection from stand to free arrival at Schiphol Airport (AMS) excluding export customs clearance**

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Rate (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 50kg</td>
<td>€84.00 (min charge)</td>
</tr>
<tr>
<td>51 to 200kg</td>
<td>€93.00</td>
</tr>
<tr>
<td>201 to 300kg</td>
<td>€102.00</td>
</tr>
<tr>
<td>301 to 400kg</td>
<td>€111.00</td>
</tr>
<tr>
<td>401 to 500kg</td>
<td>€128.00</td>
</tr>
<tr>
<td>501 to 1000kg</td>
<td>€128.00 plus €0.19 per kg</td>
</tr>
<tr>
<td>+1000 kg</td>
<td>€215.00 plus €0.18 per kg</td>
</tr>
</tbody>
</table>

- **Export Handling Fee**: €63.00 per consignment
- **AWB Fee**: €75.00 per consignment
- **AMS/AMF Fee (if applicable)**: €47.00 per AWB
- **Battery Declaration**: €105.00 (if applicable)

**From RAI Centre to arrival Rotterdam**

- **Terminal Handling**: €100.00 per 1000kg or 2cbm (min €100.00)
- **Documentation**: €200.00 per item
- **Transport from the RAI to the Port**: €110.00 per 1000kg or 2cbm (min €320.00)
- **SOLAS LCL Charge**: €37.00 per LCL Shipment

**The reloading of containers will take place on Thursday 21 September 2023. From RAI Centre to Rotterdam**

<table>
<thead>
<tr>
<th>Container Type</th>
<th>Rate (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 foot container</td>
<td>€1098.00 per container</td>
</tr>
<tr>
<td>40 foot container</td>
<td>€1181.00 per container</td>
</tr>
<tr>
<td>40 foot High Cube container</td>
<td>€1181.00 per container</td>
</tr>
<tr>
<td>SOLAS FCL Charge</td>
<td>€138.00 per FCL container</td>
</tr>
<tr>
<td>ISF Fee</td>
<td>€53.00 per consignment</td>
</tr>
<tr>
<td>Intervention Fee</td>
<td>€210.00 per item</td>
</tr>
<tr>
<td>Bill of Lading Fee</td>
<td>€73.00 per consignment</td>
</tr>
</tbody>
</table>
• This tariff will be charged at 300kg = 1cbm whichever is the greater.
• Any work undertaken is subject to our Terms and Conditions, a copy of which is on the last page of this document.
• A surcharge of 30% will apply for shipments arriving after the arrival deadline and for rush airfreight exports.
• Late arrival surcharges of 30% for shipments and bookings received after specified deadlines.
• Work carried out before 08:00 or after 18:00 on weekdays or at any time during the weekend is subject to a 50% surcharge.
• Charges excluded from the tariff include Port Storage, Full Risk Insurance, Deconsolidation Fees, Import Duties and Taxes, Customs Inspections and Fumigation Costs.
• All wooden packing materials entering the EU must be in ISPM-15 compliant.
• All cbm rates are rounded up to the next cbm.

This tariff is based upon current economic condition (rates of exchange, fuel prices etc.) and maybe subject to change.

For any services not listed in the document, please contact mark.jackson@cevalogistics.com
Please Note: Orders received after 25 August 23 will incur a 25% late booking surcharge.

Should you require any specialist lifting and or further details on Sea, Air or Road freight, please contact: mark.jackson@cevalogistics.com

ORDER ONLINE
1. Definitions:
In these Terms and Conditions: “CEVA” means CEVA Logistics Limited trading as CEVA
Shipments Limited. “Consignor” means goods in bulk or contained in one parcel, package or container, or a number of separate parcels, packages or containers sent at any one time in one load for the Customer from one address to another address. “Conditions” means these standard terms and conditions. “Confidential Information” means any information, however conveyed or preserved, that relates to the business, affairs, officers, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, computer programs and software, and all proprietary rights, personal and proprietary data of the disclosing party, together with all information derived by the receiving party from such information in any other capacity of any description designated by a party as being confidential to whether or not it is marked “confidential”, or which ought reasonably be considered to be confidential. “Contract” means this contract for the provision of the Services. “Customer” means the party requesting CEVA to provide the Services. “Event Organiser” means the party who owns the rights to or organises the Exhibition. “Exhibition” means an exhibition or other event in respect of which Services are to be provided. “Intelectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trading dress or get-up, rights in goodwill and to sue for passing off, unfair competition, rights in designs, rights in computer software, databases rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights and all other equivalent rights or forms of protection in any part of the world. “Charges” means the charges attributable to the services as set out in the Contract, exclusive of value added tax, that are to be paid by the Customer in accordance with the payment terms. “Services” means the provisions of vehicles, storage facilities, freight services, customers services and packaging for the carriage, storage or movement of goods on behalf of the Customer, and such other related services as CEVA and the Customer may agree to be provided. “Specification” means the written specification for services, if any, agreed between the parties and attached to these Conditions in relation to an Exhibition and which shall form part of the Contract. Words importing the singular shall include the plural and vice versa. Words importing the masculine gender shall include the feminine gender and vice versa. “Including” means including without limitation. Such other definitions as are included in the text.

2. Provision of the Services
2.1 The parties contract for the provision of the Services only under these Conditions. These Conditions apply to the Customer (the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.2 The Customer acknowledges that in entering into this Contract he/she/it has relied upon the information supplied by the Customer including the Specification if any.
2.3 CEVA may operate as a freight forwarder or agent of the Customer in respect of the Services, subject to the agreement of the parties. CEVA shall only be obliged to provide as principal contractor or agent the Services set out in this Contract.
2.4 CEVA shall only be deemed to operate as the principal contractor in respect of those Services which it undertakes directly. In all circumstances, CEVA is the agent of the Customer and all contracts relating to the Services shall be entered into directly between the Customer and the other party.
2.5 The Customer acknowledges that if additional services are requested by the Customer, in addition to those services that have already been quoted, that those additional services will be carried out at an additional agreed cost, and subject to the same terms and conditions as the original agreement.
2.6 For the avoidance of doubt, commencement of the service by CEVA shall be deemed acceptance of the CEVA Conditions and CEVA will have the right to make changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.
2.7 CEVA shall use reasonable endeavours to meet any prior appointment to the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

3. CEVA Acting as Agent for the Customer
Where CEVA acts as agent for the Customer in accordance with Clause 2.5 and 2.7, the following provisions shall apply:
3.1 CEVA shall be deemed to have accepted all necessary or incidental to procure the provision of the Services to the Customer including entering into contracts on behalf of the Customer, so as to enable the Customer by such acts and contracts in all respects.
3.2 CEVA shall be entitled to retain all commission paid to it as a result of acting as agent for CEVA.
Where CEVA acts as a booking agent of the Customer:
3.3 If CEVA acts as agent of the Customer the Customer makes any bookings for courier services, CEVA shall have no liability in respect of the same and the Customer acknowledges that its sole recourse is to the courier company concerned.

4. Freight Specific Terms
Where CEVA provides freight services the following terms shall apply:
4.1 The Customer warrants that it has the right to transport and store the Goods which will be the subject of the Services and that it is entitled to arrange for the despatch of such Goods.
4.2 Goods moved by ocean, airwaybill or road. CEVA Services are provided by CEVA as agents and for on behalf of Pyramid Lines Limited, therefore all ocean movement of goods shall be moved by Pyramid Lines Limited and subject to Pyramid Lines Limited’s terms and conditions a copy of which may be found at http://www.pyramidsline.com/55/downloads/Payment Terms%20and%20Conditions%20FCL.pdf.
4.3 If a CEVA debit account is used, CEVA will levy a charge of 5% for any monies advanced by CEVA on behalf of the Customer in respect of any duty, value added tax, any equivalent taxes or any other outlay.
4.4 Unless law or practice provides otherwise, the Customer appoints and authorises CEVA to act as its direct representative in connection with any and all of CEVA’s dealings with Her Majesty’s Revenue & Customs or any locally equivalent Customs Authorities (“the Customs Authorities”) or on behalf of the Customer whether under this Agreement or otherwise.
4.5 If a Customer debit account is used, the Customer hereby authorises CEVA to use the Customer’s debit account for payment of any Value Added Tax or customs duties which are payable on the importation of the Goods. The Customer shall confirm to CEVA, and will remain responsible for, the commodity code and valuation in respect of the importation of any Services as used for all entries to the Customer’s debit account.
4.6 The Customer warrants and undertakes to provide all information required by CEVA and to make all payments as required by CEVA and to accept any penalty charges or any other charges for which CEVA is liable in the event of non-payment. The Customer warrants and undertakes to provide all information to CEVA as required by CEVA and to make all payments as required by CEVA and to accept any penalty charges or any other charges for which CEVA is liable in the event of non-payment.
4.7 If the Customer does not provide the information required, CEVA shall not be obliged to accept any customers declaration and shall not be liable for any such failure whether arising under this or any others in respect of non-compliance, breach of statutory duty or otherwise.
4.8 Notwithstanding Clauses 5.1 and 5.2, any duty, value added tax, any other equivalent taxes payable to the relevant authorities in respect of the Goods.
4.9 Where an export licence is required for the Goods:
4.9.1 The customer is solely responsible for obtaining the export licence and shall indemnify CEVA against any cost, loss, damage, liability, or expense incurred by CEVA in connection with the application for an export licence.
4.9.2 In no circumstances will CEVA be obliged to obtain any export licence on behalf of the Customer or prepare or submit any customs declarations for the Goods without an export licence.

5. Customer’s Warranties
The Customer warrants and represents that:
5.1 It is either the owner or the authorized agent of the owner of the goods or the owner of an exhibition, in each case with the authority of the owner to accept these Conditions on the owner’s behalf.
5.2 It is provided in the specification that CEVA is to be responsible for loading, unloading, assembly and/or dismantling of any exhibit, stand or item other than for an exhibition, the customer warrants that:
5.2.1 It shall give CEVA all necessary instructions in writing regarding the procedures to be followed in respect of the assembly or disassembly;
5.2.2 The facilities at the exhibition will be of a sufficient size and strength to allow CEVA to load the loading/unloading assembly and/or disassembly within the time limits set out in the Specification.
5.3 If the packaging of the consignment has been undertaken by a party other than CEVA and the Customer warrants that:
5.3.1 The Consignment will be safely, securely and properly packed and labelled and will be safe to be carried by or stored and comply with all statutory or other regulations for carriage by road, air, sea and for mechanical handling and loading as may be necessary in due time; and
5.3.2 It shall make a complete written declaration of the nature and contents of the Consignment and in particular (but without limitation) shall declare whether the Consignment contains any adverse, dangerous, hazardous, inflamed, contaminated, fragile goods, ITAR regulated items or items of a nature that require specific loading or handling instructions. CEVA shall always retain the right to refuse to move, handle or store such goods.
5.4 If the Consignment is to be handled or exported, the Customer shall verify that all necessary import/export regulations have been complied with and shall provide CEVA with all information relating to the Consignment including without limitation all documentation and information (including the VAT identity numbers of the Customer and Consigne) necessary to satisfy customs and excise authorities in the United Kingdom and the Country of origin or destination.
5.5 Unless expressly agreed otherwise, CEVA is not responsible for any fluctuations in currency and/or payment of costs in respect thereof. Nevertheless, to the extent that CEVA may voluntarily assist at the request of the Customer in the fulfillment of customs formalities, including the use of CEVA temporary import bond facility, such assistance will be rendered on a pro-rata and at the sole discretion of the Customer. If the Customer shall reimburse any costs incurred by CEVA and indemnify the CEVA against, and hold CEVA harmless from and against such or any claim or liability in respect of the Customer or any third party.
5.6 CEVA is not responsible for the packaging of any exhibition, but in any individual case CEVA agrees to provide suitable packaging this will be provided at the cost of the Customer.
5.7 The Customer warrants that all information and documentation supplied by it to CEVA including VAT identity numbers of the Customer and the Consignee (i.e. only) will be accurate and complete in all respects and will not omit any material facts.
5.8 The Customer indemnifies CEVA at all times against all penalties, claims, costs, damages, expenses and losses however arising, arising in respect of the carriage, storage of any noxious, dangerous, hazardous, life-endangering, contaminated or fragile goods whether or not the Consignment is declared to be such or not.

5.9 The Customer indemnifies CEVA against all penalties, claims, costs, damages, expenses and loss however arising from the breach by the Customer of any warranty or representation made or given by CEVA in connection with the carriage or storage of the goods and, in the event of the Customer being unable to facilitate delivery thereof, CEVA shall have the right to sell the undelivered goods and shall have the right to sell the undelivered goods if it were the absolute owner and to unencumbered title to the seller.

6. INSPECTION OF CONSIGNMENT BY CEVA

6.1 CEVA shall have the right to undertake all reasonable inspections of or to open or to during loading or during transit of the Consignment. Such inspections may include without limitation physical inspection of the goods and inspection by electronic methods including x-ray or other methods.

6.2 The Customer shall give prior written notice to CEVA if it has reason to believe that any reasonable inspection that may be carried out by CEVA or otherwise, will result in any part of the Consignment in any way, CEVA shall have the right to no loss or damage arising from the failure of the Customer to comply with this requirement.

7. PRICE AND PAYMENT

7.1 All amounts stated to be payable under this Agreement are stated as exclusive of all VAT and any other similar duties, levies or taxes (if applicable) which shall be added to the Charges if so payable at the prevailing rate (as applicable).

7.2 The Customer shall pay the Charges plus applicable value added tax in accordance with such schedule set out in the Contract, in the absence of a payment schedule, payment shall be due on the date of invoice. Payment shall be made without deduction and shall not be withheld or defaulted in whole or in a claim counterclaim or set-off. Import duties (if any), VAT, shipping costs and other related charges are payable by the Customer in advance of CEVA having to make payment of the same. Time for payment shall be of essence.

7.3 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to CEVA, CEVA may at its absolute discretion:

7.3.1 suspend the provision of any further Services to the Customer;

7.3.2 declare the Consignment to be in the Customer’s interest (both before and after any judgement) on the amount unpaid, at the rate of CEVA’s weighted cost of capital per annum until payment is made in full; or

7.4 In the event of CEVA’s delay at any invoices at which it is to provide any of the Services in excess of 1 hour through no fault of CEVA, it may charge the Customer its reasonable additional charges in respect of such delay.

7.5 CEVA shall issue charges in the currency agreed in the Contract (if any) and if the currency is agreed, then the default currency for invoices shall be pounds sterling (GBP). Accordingly, services invoiced in a currency other than pounds sterling (GBP) at the client’s request are based on exchange rates in force at the time of invoice and are liable to surcharge in the event of fluctuation in currency exchange rates.

7.6 The Customer is responsible for the payment of all duties and taxes payable in respect of the Consignment or any part thereof and accordingly shall indemnify and keep indemnified CEVA from and against all claims in respect of the same, including in respect of any fines or interest payable thereon.

7.7 The Customer shall pay all fees applicable from the published event tariff for services rendered, unless such services fall within those listed in the event tariff, in which case CEVA shall provide a quote for such additional services.

8. REVIEW OF CHARGES

8.1 CEVA will have the right to review the charges at any time in respect of cost movements which are outside CEVA’s control, including but not limited to changes relating to or arising from:

8.1.1 Fuel prices;

8.1.2 Peak season surcharges;

8.1.3 The consequences of changes in duties, taxation, legislation and road tolls; and

8.1.4 Significant changes in the specification scope or profile of the operation required by the Customer from the specification, profile or scope.

9. LIMITATION OF LIABILITY

9.1 All claims made by or on behalf of the Customer are stated to be exclusive of all VAT and any other similar duties, levies or taxes (if applicable) which shall be added to the Charges if so payable at the prevailing rate (as applicable).

9.2 CEVA liability in respect of the Goods shall be limited in the case of loss or damage arising from:

9.2.1 UK domestic road transport shall be contractually limited under the Conditions of Carriage 1998 during the provision of the Services at the rate of £1,000 per tonne; or

9.2.2 all other freight and transport services shall be provided and in accordance with the British International Freight Association Standard Trading Conditions 2006 at the rate of $2.00 per kilogram of the gross weight of the Goods;

9.2.3 Goods, equipment or stands moved within the UK (or the EU) shall be covered by United Kingdom Warehousing Association terms and conditions of 2004 during the provision of the Services at the rate of £1,000 per tonne.

9.3 In the event of a delay in providing the Service, CEVA shall have no liability.

9.4 In the event that a party binding international convention shall conflict with the limitations of liability contained in this clause, then to the extent that they conflict, the limitations of liability shall prevail.

9.5 Notwithstanding any other provision in this Agreement, CEVA shall not be liable to the Customer for any direct or indirect loss or damage, whether arising from tort (including negligence), indemnity, warranty, breach of contract or otherwise under or in connection with this Agreement shall in no event exceed an amount of an equivalent of £50,000, whichever is the lower, in any one Contract Year.

9.6 CEVA’s liabilities under these Conditions shall be in lieu of any and all claims of whatever nature and howsoever caused.

9.7 CEVA is not a common carrier and CEVA reserves the right to refuse the carriage of any goods at its discretion.

9.8 Any claim brought by the Customer must be made in writing within 7 days of delivery of the Consignment.

9.9 The Customer shall indemnify CEVA against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities or losses of the liability of CEVA in accordance with these Conditions, suffered or incurred by CEVA in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner.

9.10 No insurance will be effected except upon express insurance instructions given in writing by the Customer and all instructions received by CEVA are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. CEVA shall not be under any obligation to effect a separate insurance for each consignment but may declare it on any open or general policy.

9.11 Notwithstanding that the premium on the policy may not be the same as the premium charged by CEVA to the Customer, CEVA shall have no circumstances incur liability as insurer, and if for any reason the insurers dispute liability the Customer shall have recourse against the insurer and CEVA shall not be under any obligation to make good or otherwise indemnify the Customer.

9.12 The Customer shall be responsible at all times for the security of the Consignment including at an Exhibition.

Accordingly, CEVA shall have no responsibility or liability for any consignments left unattended at an Exhibition.

10. UNDELIVERED OR UNCLAIMED GOODS

10.1 If CEVA has not delivered the Goods (or any part thereof) CEVA shall be entitled to store the goods or any part thereof at the sole risk and expense of the Customer. CEVA shall give written notice (the “Notice”) to the Customer informing the Customer of the existence of the Goods and, in the event of the Customer being unable to facilitate delivery thereof, advising the Customer from where the Goods are located.

10.2 If the Customer fails to take delivery of the goods or provide alternative delivery or disposal instructions within 28 days of the Notice, CEVA shall have the right to sell the undelivered goods as if it were the absolute owner and to unencumbered title to the seller.

10.3 CEVA shall be entitled to deduct from the proceeds of sale:

10.3.1 any outstanding costs incurred by CEVA in providing the Services;

10.3.2 any interest accrued on the outstanding costs of storage, insurance, handling, and other costs associated with the failure to deliver the goods (for example, storage charges);

10.3.3 any other costs associated with the failure to deliver the goods.

10.4 CEVA shall be entitled to the return of all unclaimed Consignments.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer confirms that it owns the Intellectual Property relevant for the supply of its goods to CEVA pursuant to the Agreement and that its supply of goods to CEVA is not subject to any patent, trademark, copyright or other industrial or intellectual property rights belonging to a third party or other person and that no such rights as may be required has been obtained by the Customer from the third party in question.

11.2 Any claims made by or on claim asserted against CEVA or any person claiming title from or through CEVA that the use of the Customer’s Intellectual Property Rights in the performance of the Services constitutes a violation or infringement of any Intellectual Property Rights held by a third party, the Customer will indemnify CEVA and hold CEVA harmless from and against any and all loss and damage (including without limitation all costs and expenses) arising directly or indirectly out of such infringement or claim.

11.3 All Intellectual Property Rights belonging to CEVA shall remain the exclusive property of CEVA, and the Customer and all other persons shall use any Intellectual Property Rights without the express consent of CEVA. Any consent shall be personal to the Client and shall only be used within the scope and time expressly consented to by CEVA.

11.4 Nothing in this Agreement shall transfer the ownership of any Intellectual Property Rights belonging to one party to the other party and neither party shall use Intellectual Property Rights belonging to the other party for any purposes, including, without limitation, advertising.
marketing or publicity, without the prior written consent of the owner, and if such consent is given, only strictly in accordance with such consent and any and all instructions issued by the owner.

12. CONFIDENTIAL INFORMATION
12.1 Except to the extent set out in this clause 12, or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
12.1.1 treat the other party’s Confidential Information as confidential; and
12.1.2 not disclose the other party’s Confidential Information to any other person without the owner’s prior written consent.
12.2 Where Ceva shall (save as required by law or in order to fulfil their respective obligations under the Contract) keep secret and confidential all information relating to the affairs of the other received or obtained as a result of the operation of the Contract provided that without prejudice to the foregoing either party shall be entitled to pass on such information to its employees or Sub-contractors where reasonably necessary to enable such party properly to perform the Contract. Ceva shall also be entitled to make necessary disclosures to other CEVA group entities and third parties such as auditors, financiers and legal advisers, and to actual or prospective providers of financing.
12.3 Clause 12.1 shall not apply to the extent that:
12.3.1 such information was in the possession of the party making the disclosure, without obligations of confidentiality, prior to its disclosure; or
12.3.2 such information was obtained from a third party without any obligation of confidentiality; or
12.3.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
12.3.4 such information was independently developed without access to the other party’s Confidential Information.
12.4 The provisions of this clause 12 shall survive termination of the Contract.

13. TERMINATION
13.1 Either party may terminate this Agreement by providing reasonable written notice served by one Party on the other.
13.2 Either party shall have the right to terminate this Agreement by not less than one month’s notice in writing if the other Party shall commit, any substantial breach of the terms set out or referred to in this Agreement and shall fail to remedy such breach within 5 days after receiving notice in writing from the other Party requiring such breach to be remedied.
13.3 Either party shall have the right to terminate this Agreement with immediate effect on written notice to the other Party if that other Party is insolvent, has an order made or passes a resolution for winding up or has a receiver, administrator or receiver appointed.
13.4 Ceva may terminate this Agreement by serving upon the Customer no less than 7 days written notice if payment of any of its invoices is overdue by 7 days or more.
13.5 Upon termination of this Agreement, whether caused, the Customer shall forthwith pay to CEVA all and any charges accrued and be liable for any obligations CEVA has undertaken to further the provision of the services.

14. FORCE MAJEURE
14.1 The Parties will be relieved of their obligations under this Agreement to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from any event or circumstance beyond their reasonable control including (but not limited to):
(a) the act or omission of the other Party or its agent;
(b) strikes, lockouts or other industrial disputes;
(c) general shortage and unavailability of labour fuel or materials;
(d) acts of civil or military governments or acts of terrorism (or threats thereof);
(e) impact by aircraft or missiles;
(f) pandemic or other health incident;
(g) any order, direction or action by a government or other governmental body or by any regulatory body or authority.

If either Party is prevented from performing its obligations under this Agreement by any of the events or circumstances set out above for a continuous period of eight weeks or more, either Party shall be entitled to terminate this Agreement if it so chooses by seven days written notice to the other.

15. Variation
No variation of this Agreement shall be effective unless it is in writing and signed by the parties authorized representatives.

16. Waiver
16.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing by an authorized representative and shall not be deemed a waiver of any subsequent breach or default.
16.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and Remedies
Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance
18.1 If any provision or part-provision of this Agreement 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 this Agreement.
18.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid, legal and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Assignment
Neither party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, sub-contract, transfer, mortgage, charge or deal in any other manner with the Agreement or any of its rights and obligations under or arising out of the Agreement, however Ceva shall assign its trade receivables without notification or consent.

20. Third Party Rights
A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. Notices
21.1 Any notice or other communication required to be given under the Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid post or recorded delivery or by commercial courier, to the address of the Party to whom it is to be sent or as otherwise specified by the relevant party by notice in writing to the other party. Any notice or other communication shall be deemed to have been duly received:
21.1.1 if delivered personally, when left at the address referred to in this clause;
21.1.2 if sent by commercial courier, on the date and at the time of signature of the courier’s delivery receipt; or
21.1.3 if sent by pre-paid post or recorded delivery, 9.00 am on the second working day after posting.

22. Relationship between the Parties
22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, except where expressly set out above.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22.3 No agent or employee other than a director or secretary of Ceva has authority to make any representation or give any warranty about Ceva’s business or services. Any representation made or warranty given by CEVA’s directors or secretaries shall not be binding unless and until confirmed in writing.

23. Entire Agreement
23.1 This Agreement (together with all of the other documents to be entered into pursuant to it) sets out the entire agreement and understanding 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.

23.2 Each party agrees that it shall have no remedy 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 or negligent misstatement based on any statement in this Agreement.

24. Governing Law and Jurisdiction
24.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

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