

TERMS & CONDITIONS OF CARRIAGE OF GOODS

1.
 - (1) NolanTransport.com (hereinafter called “the Carrier” and hereinafter more particularly defined in Condition 2) accepts goods for carriage and undertakes all and any business including any advice, information or service whether provided gratuitously or not subject to the Carrier’s Terms and Conditions of Carriage of Goods (hereinafter together called “these Conditions”) hereinafter set out and these Conditions are deemed to be incorporated in and to form part of any agreement between the Carrier and its customers as hereinafter defined. No agent or employee of the Carrier is permitted to alter or vary these Conditions in any way unless he is expressly authorised to so do in writing. These Conditions apply to the internal carriage of goods within the Republic of Ireland, within the United Kingdom and within all other countries and to the international carriage of goods between all countries in each direction except and only where prior to the commencement of carriage, the Carrier specifically and expressly agrees in writing to carry the goods under CMR Conditions (i.e., the Conditions laid down by the Geneva Convention on the Contract for the International Carriage of Goods by Road) and a CMR International Consignment Note was issued by the Sender prior to the departure of the goods to be carried from their point of original collection and such carriage is specifically governed by the terms of such Convention. Under no circumstances is the carriage of goods between the Republic of Ireland and the United Kingdom by the Carrier in either direction governed by CMR Conditions notwithstanding that a CMR Consignment Note may have issued prior to the departure of the goods. The Carrier is not a common carrier and accepts goods for carriage and undertakes all business only on these Conditions.
 - (2) If any legislation is compulsorily applicable to any goods carried or business undertaken by the Carrier, these Conditions shall as regards such carriage or business be read as subject to such legislation but nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent, such part shall as regards such carriage or business be void to that extent but no further.
 - (3) If any of the provisions of these Conditions are found by any competent authority to be void or unenforceable, such provision shall be deemed to be deleted and severed from these Conditions and the remaining provisions of these Conditions shall continue in full force and effect.

2. In these Conditions:-

“Trader” means the customer who contracts for the services of the Carrier, his/its servants or agents and any person who represents himself as so being to the Carrier and who deals with the Carrier in that capacity.

“Consignment” means goods in bulk or contained in one parcel or package, as the case may be, or any number of separate parcels or packages sent at one time in one load for the Trader from one address to another by the Carrier.

“Goods” or “goods” means the goods contained in the Consignment.

“Dangerous Goods” or “dangerous goods” has the meaning assigned to it by the Carriage of Dangerous Goods by Road Act, 1998, as amended, and/or the regulations made thereunder.

“Quotation” or “Quote” in respect of a Contract has the meaning assigned to it in Condition 19.

“Contract” means the contract of carriage between the Trader and the Carrier in respect of Goods from the location specified as the place of taking over Goods on the Carrier’s Consignment Note (hereinafter called “the Consignment Note” which includes and is deemed to include the original and all copies thereof howsoever and from wheresoever produced by the Carrier and whether produced electronically from electronic storage or otherwise as the case may be) to the location specified as the place designated for delivery of Goods on the Consignment Note and, where applicable, any “Extra Service” as hereunder defined. Under no circumstances whatsoever shall the Contract ever be deemed or be construed to include any “Additional Service” as hereunder defined. The Contract shall take effect upon the issue by the Carrier of a Reference Number for same at or subsequent to the Carrier’s confirmation of the Trader’s acceptance of the Carrier’s prior Quotation in respect thereof to the Trader and by having thus contracted

with the Carrier, the Trader is deemed to accept and to be bound by the application of these Conditions to the Contract.

“Extra Service” means the contract, if any, between the Trader and the Carrier for the provision by the Carrier of an extra service which does not fall within the definition of “Contract” upon payment of an agreed additional charge (hereinafter called “an Extra Charge”) which MUST BE received by the Carrier PRIOR TO the collection of the goods by the Carrier from the place of taking over the goods (hereinafter called “the Due Date”) and in respect of which there exists a document signed by the Carrier in which the Carrier agrees to provide the Extra Service upon prior payment of the Extra Charge. The Carrier’s liability in respect of the performance of the Extra Service shall not exceed that provided in these Conditions in respect of loss of or damage to goods. In default of the receipt by the Carrier of the Extra Charge on or before the Due Date, the obligation of the Carrier to perform the Extra Service shall absolutely cease.

“Additional Service” means any other service whatsoever not being a service falling within the definition of Contract or an Extra Service provided by the Carrier to the person requesting same (being the Trader or otherwise and hereinafter called “the Requester”) and is deemed to be a gratuitous service provided without liability to the Carrier. Included in the definition of “Additional Service” is the service of not delivering or releasing the goods except upon receipt of monies or a particular document(s).

“Subcontracting Parties” includes all persons (other than the Carrier and the Trader) referred to in Condition 5(2).

“The Carrier” includes all persons (excluding the Trader) referred to in Condition 5(2) and the Carrier’s name may be abbreviated to NolanTransport.com or to Nolan Transport or otherwise as shown on the Consignment Note.

“We”, “our”, “ourselves” and “us” means the Carrier.

“These Conditions” may also be referred to as “Conditions of Carriage” or “our Conditions of Carriage” or “Carrier’s Conditions of Carriage” or otherwise as shown on the Consignment Note or any other documentation of the Carrier.

“€” means Euro.

“£” means Pound Sterling or when and/or if applicable, such sum as is equivalent thereto in Euro.

- 3.**
 - (1) All carriage of Goods by the Carrier is at the sole risk of the Trader and it is the exclusive and sole responsibility of the Trader and/or any other person interested in the Goods being carried to effect and maintain adequate and sufficient insurance cover on the Goods against all appropriate risks as may be deemed necessary by them while same are being so carried and transported.
 - (2) In the event that the Carrier should at any time employ any other mode of conveyance (be it ship, train, shuttle or similar) upon or in which to transport its vehicle on which or in which are being carried the Goods and such conveyance of the Carrier’s vehicle is subject to Conditions, then, to the extent that such Conditions should vary these Conditions during the course of such conveyance, these Conditions shall as regards such conveyance be read as subject to such Conditions and nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such Conditions.
- 4.** The Trader expressly warrants that it is either the owner or the authorised agent of the owner of the Goods and further warrants that it is authorised to accept and is accepting these Conditions not only for itself but also as agent for and on behalf of all other persons who are or who may thereafter become interested therein. The Trader further warrants that the Goods have been properly and sufficiently packed and prepared for carriage and that they have been properly loaded onto and secured for carriage on the Carrier’s vehicle in conformity with the laws and legal requirements of all jurisdictions through which the Carrier’s vehicle will travel while carrying and transporting the Goods.

- 5.
- (1) The Carrier undertakes all carriage and transportation of Goods as a principal with power in its absolute discretion to employ either its own services or the services of any other party upon such terms and conditions as the Carrier may think fit for the fulfilling of the Contract and any such other party shall have the like power to subcontract on like terms. The Trader expressly authorises the Carrier and any such other party to so subcontract.
 - (2) The Carrier enters into the Contract for and on behalf of itself and its servants, agents and subcontractors and its subcontractors' servants, agents and subcontractors all of whom shall be entitled to the benefit of the Contract and who shall be under no liability whatsoever to the Trader or anyone claiming through the Trader in respect of the Consignment in addition to or separately from that of the Carrier under the Contract.
 - (3) The Trader shall and hereby expressly agrees to save harmless and keep the Carrier indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability, if any, of the Carrier under these Conditions.
 - (4) All subcontracting terms and conditions subject to which the Carrier and other parties may subcontract as provided in Condition 5(1) are deemed to be incorporated in the Contract between the Trader and the Carrier to the intent that the Carrier shall in no circumstances be under any greater liability to the Trader in respect of any claim arising out of any act, neglect, default or omission of a Subcontractor than such Subcontractor is under to the Carrier for the same act, neglect, default or omission provided that the Carrier shall not be bound to meet any claim for which it might be liable for whatever reason and without prejudice to these Conditions until the amount thereof shall have been received by the Carrier from the Subcontractor nor to recover the amount thereof from the Subcontractor by action unless the costs of such action are borne by the Trader and an indemnity is given by the Trader to the Carrier against any costs which may be awarded to the Subcontractor.
6. If the Carrier agrees to accept dangerous goods for carriage, such goods must be accompanied by a full declaration of their nature and contents and be properly and safely classified, marked, packed, packaged, labelled and documented in accordance with any statutory regulations for the time being in force for transportation by road and by sea and the Trader shall, prior to commencement of carriage/transit, provide the Carrier with all necessary truck and trailer hazard display signs and warnings. The Trader shall be liable for all loss, damage or injury whatsoever caused by, to or in connection with any dangerous goods or their carriage howsoever arising and whether they be declared as such or not and shall indemnify the Carrier against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the same may be destroyed or otherwise dealt with at the sole discretion of the Carrier or any other person in whose custody they may be at the relevant time.
7. The Trader is deemed to be bound by and to warrant the accuracy of all descriptions, values, weights and other particulars furnished to the Carrier for Customs and all other purposes and hereby undertakes to be liable for and to indemnify the Carrier against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission of whatsoever kind or nature and to be liable for all duties, taxes, levies and outlays of any kind levied by the authorities at any port or place for or in connection with the Goods and for any payments, fines, expenses, loss or damage whatsoever incurred by the Carrier in connection therewith including fines and all other charges whatsoever and howsoever incurred in the event that the Goods render the vehicle overweight and/or result in an improper weight distribution whether by reference to the entire vehicle, a particular axle or axles or howsoever.
- 8.
- (1) The Carrier has absolute discretion in deciding the means, vehicle, route and procedure in the loading, unloading, handling, storage and carriage of Goods. The Trader's acceptance of the Carrier's vehicle for loading constitutes satisfaction by the Trader with the Carrier's vehicle as a suitable vehicle for the carriage of the Goods and any subsequent alleged claims arising from the condition of the said vehicle are unsustainable.

- (2) The Carrier is under no obligation to provide any plant, power or labour for the loading or unloading of goods onto or from its vehicles on the collection or delivery thereof respectively.
 - (3) Any assistance of whatsoever kind or nature, and whether requested or not, given by the Carrier in respect of the loading and unloading of its vehicles is so given at the sole risk of the Trader who shall save harmless and keep the Carrier indemnified against any claim or demand whatsoever which could not have been made if such assistance had not been given and in giving such assistance, the Carrier shall be under no liability whatsoever to the Trader or to any other party whomsoever for any damage howsoever caused and whether or not by the negligence of the Carrier.
 - (4) Goods requiring special appliances for loading onto and unloading from the Carrier's vehicle are accepted for carriage only on condition that the Trader had duly ascertained from the Consignee that such appliances are available at destination. Where the Carrier is, without prior arrangement in writing with the Trader, called upon to load or unload such goods, the Carrier shall be under no liability whatsoever to the Trader or to any other party whomsoever for any damage howsoever caused and whether or not by the negligence of the Carrier and the Trader shall save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.
 - (5) The Carrier has absolute discretion in deciding whether safe and adequate access exists at the place of collection or delivery. If the Trader, its agent, the Consignee or other party acting in any authority other than that of the Carrier requires the Carrier's vehicle to be placed otherwise than at the discretion of the Carrier, such placing shall be at the sole risk of the Trader who shall save harmless and keep the Carrier indemnified against any claim or demand howsoever caused subject in all cases to the Carrier's aforesaid absolute right to refuse to so place its vehicle.
9. The Carrier shall, if so required, sign a document prepared by the Trader or Sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, quality or weight of the Consignment at the time of its receipt by the Carrier and shall not be tendered as evidence against the Carrier in that regard. The use of the Trader's own forms is no derogation of these Conditions.
10. Transit commences when the Consignment is handed to the Carrier and shall (unless previously determined) end when same is tendered at the usual place of delivery at the Consignee's address provided that:
- (1) if, in the Carrier's absolute discretion, no safe and adequate access or inadequate unloading facilities there exist, transit shall be deemed to end at the expiry of twenty-four hours after verbal notice of the collection of the Consignment by the Carrier has been sent to the Consignee; and
 - (2) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier "to await order" or "to be kept till called for" or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within forty-eight hours of its collection by the Carrier, then transit shall be deemed to end.
11. Where the Carrier is unable for whatever reason to deliver a Consignment to the Consignee or where by virtue of Condition 10, transit is deemed to be at an end, the Carrier may in its sole discretion:-
- (1) pending forwarding or delivery, store the Consignment either at its own premises or elsewhere and the cost thereof shall be for the account of the Trader; or
 - (2) sell the Consignment and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage thereof and of all other sums howsoever due by the Trader to the Carrier shall (without prejudice to any claim or right which the Trader may have against the Carrier otherwise than under these Conditions) discharge the Carrier from all liability in respect of the Consignment, its carriage and storage.

Provided that:

- (3) the Carrier shall do what is reasonable to obtain the value of the Consignment; and

- (4) the power of sale shall not be exercised where the name and address of the Sender or the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the Sender, or, if the name and address of the Sender is not known, to the Consignee that the Goods will be sold unless within seven days of such notice, the Goods are taken away or instructions are given for their disposal and all charges, expenses and sums due by the Trader as specified in Condition 11(2) are paid within the said seven days.

12. (

- (1) The Carrier's charges are payable by the Trader without prejudice to the Carrier's rights against the Consignee or any other person. Provided that when Goods are consigned "carriage forward", the Trader is not required to pay such charges unless the Consignee or any other person nominated by the Trader to be invoiced by the Carrier and so agreed by the Carrier (hereinafter called "the Trader's invoicing nominee") fails to pay same within a period of thirty days after a demand has been made or invoice forwarded by the Carrier to such person for payment thereof. Without prejudice to Condition 4, the Carrier has the right to enforce any liability of the Trader under these Conditions or to recover any sums to be paid by the Trader under these Conditions not only against or from the Trader but also if it thinks fit, against or from the Sender and/or Consignee and/or the Trader's invoicing nominee and/or owner of the Goods.
- (2) Except where the Carrier's Quotation states otherwise, all quotations based on a tonnage rate apply to the gross weight unless the Goods exceed 80 cubic feet in measurement per tonne weight in which case the tonnage rate is computed upon and applies to each measurement of 80 cubic feet or any part thereof.
- (3) A claim or counterclaim cannot be made the reason for deferring or withholding payment of monies payable or liabilities incurred to the Carrier by the Trader.
- (4) The Carrier's charges are to be considered as earned and due on the termination of transit as set out in Condition 10 and the Carrier is under no obligation whatsoever to produce to the Trader a Consignment Note or any other document duly signed by the Consignee as evidence of same. Payment under the Contract, unless otherwise agreed in writing by the Carrier with the Trader, shall be made to the Carrier in cash within a period of twenty-one days from the date of termination of transit and must be made without reduction or deferment on account of disputes, claims, counterclaims or of any other reason whatsoever and when so made, is not returnable in any circumstances whatsoever. Interest shall accrue from day to day and be charged by the Carrier to the Trader or to any other person specified in Condition 12 (1) as the case may be at the rate of two per cent for each calendar month or part thereof on all sums remaining due and owing by the Trader to the Carrier after the expiry of the period of twenty-one days aforesaid and the Trader and all other persons specified in Condition 12 (1) as the case may be shall and hereby expressly agree to pay to the Carrier, and acknowledges the entitlement of the Carrier to charge, interest at the said rate. Such interest is to be payable on demand and shall be charged and added to the balance of overdue sums/accounts.
- (5) Should the contracting party, the Trader, nominate/request the Carrier to name a different person to the Trader on the Carrier's invoice to the Trader (or any other document) in respect of the Carrier's charges, it is unequivocally and unreservedly understood by the Trader and constitutes a part of these Conditions that in so doing, the Carrier is merely facilitating the Trader whose absolute liability to pay the Carrier's charges shall remain until such time as same shall have been paid in full and who shall under no circumstances whatsoever be released from such liability to pay nor tender such documentation as evidence against the Carrier in that regard. The use of the Trader's own forms is no derogation of this Condition.

13. In any event and without prejudice to these Conditions, the Carrier shall be discharged from all liability for:-

- (1) loss from a package or from an unpacked Consignment or for damage, deviation, misdelivery (however caused), delay or detention unless it is advised thereof in writing otherwise than upon a Consignment Note or delivery docket within two days and the claim is made in writing within five days after the termination of transit; or

(2) loss or non-delivery of the whole of the Consignment or of any separate package forming part of the consignment (however caused) unless it is advised of the loss or non-delivery in writing otherwise than upon a Consignment Note within two days and the claim is made in writing within five days after the commencement of transit

14. Arising from the following but without prejudice to the generality of these Conditions, the Carrier shall not in any event incur any liability of any kind whatsoever and howsoever caused in respect of or be liable for (a) any alleged loss whatsoever (which is denied) in connection with, relating to or pertaining to Goods or (b) any damage to, loss of, delay in, delivery of, non-delivery of or misdelivery of (all of which are denied) Goods:-

- (1) an Act of God;
- (2) any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
- (3) seizure or forfeiture under legal or purported legal process;
- (4) act or omission of the Trader or Owner of Goods or of any other person in whose control the goods are or of any of their servants or agents;
- (5) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of Goods;
- (6) insufficient or improper packing;
- (7) insufficient or improper labelling or addressing;
- (8) riots, civil commotion, lockouts, general or partial stoppage or restraint of labour for whatever cause;
- (9) Consignee not taking or accepting delivery within the periods of time specified in Condition 10;
- (10) Goods being held up, delayed or detained while awaiting clearance or payment of V.A.T. or any other charge at any Customs Station or through being unpacked for Customs Examination;
- (11) fraud on the part of the Trader and/or Owner of Goods;
- (12) fire, water (of whatsoever kind or nature), snow, ice, explosion or theft;
- (13) adverse weather conditions whether on land or at sea and including damage and losses occasioned while Goods are on board ship or at port for any of the reasons specified at Condition 14(10);
- (14) mechanical or any other failure of vehicles (including all trailers attached thereto) OR any other mode of conveyance (be it ship, train, shuttle or similar) upon or in which either Goods and/or the vehicle carrying Goods are being transported, accidents of whatsoever kind or nature and howsoever occurring and whether on roads or elsewhere, blowouts, traffic delays of whatever kind or failure to be shipped for whatever reason;
- (15) the condition of the vehicles in which Goods are carried;
- (16) the act, neglect, default, error (both verbal and written) or omission of the Carrier for whatever reason;
- (17) loss or damage to Goods whatsoever and howsoever caused where same have been loaded into or onto a container or other unit or vehicle and sealed by the Sender or Trader and received as such by the Carrier and entered at the usual place of delivery at the Consignee's address with the seal unbroken;
- (18) loss of a particular market (whether held daily or at intervals) or failure to collect and/or deliver at a specified time or on a specified date;
- (19) indirect or consequential loss or damage;

- (20) loss or damage arising from the perishable, hazardous, fragile or brittle nature or of the mechanical derangement of Goods;
 - (21) loss or damage of whatsoever kind or nature and howsoever caused to any second-hand goods be they agricultural machinery, furniture or otherwise;
 - (22) loss or damage of whatsoever kind or nature and howsoever caused to any goods which overhang in any direction or part of the Carrier's vehicle and which are in excess of the dimensions thereof;
 - (23) the act of any person(s) or entity(ies) or object(s) outside the Carrier's control;
 - (24) Goods being held up, delayed or detained in the exercise by the Carrier of its rights pursuant to Condition 16;
 - (25) the temperature and/or temperature control of the carrying vehicle (including any trailer(s) attached thereto be it/they a refrigerated trailer(s) or otherwise and if refrigerated, be it/they one compartmental or more) and/or any variation in the temperature and/or control of the temperature during transit howsoever caused; or
 - (26) any other matter, exclusion or exemption specifically notified by the Carrier to the Trader in a manner complying with Condition 20 of these Conditions.
- 15.** Without prejudice to these Conditions and subject thereto, the liability of the Carrier in respect of any one Consignment howsoever arising and notwithstanding any lack of explanation is in any case limited to and does not exceed:-
- (1) in respect of the whole of the Consignment, the lesser of the value of the Consignment or a sum at the rate of €1,015.79 per tonne of 1,000 kilos on the gross weight of the Consignment with a maximum of €20,315.81 per claim;
 - (2) in respect of part of a Consignment, the lesser of the value of such part or the proportion of the sum ascertained in accordance with 15(1) which the actual value of that part of the Consignment bears to the actual value of the whole of the Consignment subject as aforesaid to a maximum value of €20,315.81 for the whole of the Consignment and for this purpose, the Carrier is entitled to require proof of the value of the whole of the Consignment.
- 16.** All Goods and documents relating to Goods are subject to a particular and general lien and right of detention in favour of the Carrier for monies due either in respect of such Goods or for any particular or general balance or other monies whatsoever and howsoever due to the Carrier from the Trader or Sender or Consignee or Consignor or Owner of the said Goods. If any such monies due to the Carrier as aforesaid are not paid within ten days after notice has been given to the person from whom the monies are due that such Goods are being detained and such lien satisfied, the Carrier may at its absolute discretion sell the Goods as agents for the Trader and/or Owner and/or Sender and/or Consignor and/or Consignee either by auction or otherwise and apply the proceeds towards the monies due and the expense of the sale and shall upon accounting to the Trader for the balance remaining, if any, be discharged from all liability whatsoever in respect of the Goods.
- 17.** The Trader is responsible for the cost of unreasonable detention of the Carrier's vehicles and equipment but the Carrier's rights against any other person remain unaffected. A maximum period of two hours is allowed for the loading or unloading of Goods and after that time, demurrage charges at the rate of the Carrier's current charge per hour shall be incurred by the Trader. In the event of any detention of Goods for a period in excess of forty-eight hours for the reasons detailed at Conditions 14(9) and 14(10) or at any other location for any other reason whatsoever outside the control of the Carrier or in the exercise by the Carrier of its rights pursuant to Condition 16, their transit shall be deemed to be suspended and the Carrier shall hold same as warehousemen subject to their usual charges until such time as transit can again commence and such charges shall be for the account of the Trader.

- 18.** Whereas the Carrier may act as a subcontractor to a prime Contractor, it is understood that in the event of any dispute whatsoever and without prejudice to these Conditions, the trading terms of the prime Contractor apply insofar as these restrict and contain any and all liability that may be deemed to attach directly or indirectly to the Carrier in its sub-contractual capacity whether or not such liability be specifically defined and that under no circumstances does the liability of the Carrier exceed that of the prime Contractor.
- 19.** A Quotation (in these Conditions called "Quote" or "Quotation") is always issued subject to these Conditions and may be verbal and/or written. It is given by the Carrier on the basis of immediate acceptance and is subject to withdrawal or revision and unless otherwise agreed in writing by the Carrier, the Carrier reserves the right to revise same after acceptance by the Trader and with or without notice to the Trader in the event of alterations in freight rates, shipping rates, currency exchange rates, road routes, shipping routes, the imposition of fuel or any other surcharges or any other charges applicable to the Goods for whatever reason and howsoever arising whether before or after the commencement of transit and deemed necessary by the Carrier to effect transportation and delivery of the Goods and in which case, all such charges are payable by the Trader.
- 20.** The provision by the Carrier to the Requester of an Additional Service and whether more particularly detailed in the Box, if any, on the front page of the Consignment Note, or not, and entitled "CUSTOMER'S / TRADER'S INSTRUCTIONS PROVIDED ONLY AS ADDITIONAL SERVICE IN ACCORDANCE WITH CONDITION 20" is at the sole risk of the Requester and/or the Trader who shall save harmless and keep the Carrier indemnified against any claim or demand whatsoever which could not have been made if the Additional Service had not been provided and in providing the Additional Service, the Carrier is under no liability whatsoever to the Requester or to any other party whomsoever for any loss or damage howsoever caused and whether or not by the negligence of the Carrier.
- 21.** Any liability under the provisions of this Agreement may in whole or in part be released, varied, compounded or compromised by the Carrier in its absolute discretion as regards the Trader or by the Trader in his absolute discretion as regards the Carrier without in any way affecting or prejudicing their rights against any other party under the same or like liability whether joint or several or otherwise. A waiver by either party to this Agreement of any breach of any of the terms, provisions or conditions of this Agreement or any acquiescence shall not constitute a general waiver of such terms, provisions or conditions or of any subsequent acts contrary thereto.
- 22.** All notices required to be served by the Carrier on the Trader or any other person or entity whomsoever under these Conditions (all of whom including the Trader are hereinafter called "the Recipient" in this Condition) shall be deemed to have been validly served if sent by either electronic mail to the Recipient's last known email address, facsimile to the Recipient's last known facsimile number or by ordinary prepaid post to the Recipient at his/its last known abode or principal place of business respectively and to have been received by the Recipient immediately following such email or facsimile transmission or on the day following such posting, as the case may be.
- 23.** Except as otherwise provided by applicable law, these Conditions and any act or Contract to which they relate shall be governed by and interpreted in accordance with the laws of Ireland. The Trader hereby submits to the exclusive jurisdiction of the Courts of Ireland.