



TERMS AND CONDITIONS

These conditions explain your rights, obligations, and responsibilities and those of Alianza World Logistics LLP A contract is a two-way arrangement and it is important that everyone knows where they stand. Where we use the word 'you' or 'your' it means the customer: 'we', 'us' or 'our' means Alianza World Logistics LLP These conditions can only be changed or amended by our written agreement.

1. Our Quotation

Our quotation is a fixed price. Unless otherwise stated it does not include insurance, interstate taxes, entry taxes, other taxes, Octroi, customs duties and inspections or any other fees payable to government bodies. We may change the price or make additional charges if any of the following have not been taken into account when preparing our quotation and confirmed by us in writing.

- You do not accept it in writing within 30 days, with a firm removal date to which we agree in writing.
- By your delay, the work is not carried out or completed within three months.
- Our costs increase (or decrease) because of fuel price, currency fluctuations or changes in taxation or freight charges beyond our control.
- The work is carried out Before or after office hours (9.30 AM to 5.30 PM) or on holidays at your request.
- We have to collect or deliver goods above the ground and first upper floor.
- We supply any additional services, including packing, moving or storing extra goods, (these conditions apply to such work)
- The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway, and this means we have to do extra work.
- Any parking or other fees or charges that we have to pay in order to carry out services on your behalf.
- There are delays or events outside our reasonable control.
- Any delay to the unloading of our vehicle upon arrival at the delivery address.
- Overnight Detention of our vehicles.
- Multiple Collections & Deliveries, unpacking on multiple days.
- Collection or Deliveries are outside city limits.

In all these circumstances, you will pay the adjusted charges.

2. Work not included in the quotation

Unless agreed by us in writing we will not:

- Dismantle or assemble furniture or fittings.
- Disconnect or reconnect appliances, fixtures, fittings or equipment.
- Take up or lay floor coverings.
- Provide Handyman services
- Move items from a loft, unless properly lit, and floored and safe access is provided.
- Move or store any items excluded under clause 4.

Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services. If you do engage or force our staff to carry out such work we reserve the right to charge extra and / or refuse to carry out the work.

3. Your responsibility

It will be your sole responsibility to:

- Declare to us the value of the goods being removed and/or stored.
- Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks.
- Obtain at your own expense, all documents, permits, licences, clearance from Government bodies like archaeological survey of India, customs documents necessary for the removal to be completed.
- Be present or represented throughout the removal.
- Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited) tenants, servants or workmen are, or will be present.
- Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- Empty properly, defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- Arrange pest control treatment and fumigation for goods and obtain clearance quarantine clearance.
- Provide us with a contact address for correspondence during removal transit and/or storage of goods. Other than by reason of our negligence, we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

4. Goods not to be submitted for removal or storage

The following items are specifically excluded from this contract.

- Antiques, Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
- Prohibited or stolen goods, drugs, potentially dangerous, gas cylinders, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- Plants or goods likely to encourage vermin or other pests or to cause infestation.
- Refrigerated or frozen food or drink.
- Any animals and their cages or tanks including pets, birds or fish.
- Goods which require special Licence or government permission for export or import.

Such goods will not be removed by us except with our prior written agreement. In the event that we do remove such goods, we will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4(b), 4(c) or 4(d).

5. Ownership of the goods

By entering into this contract, you declare that:

- The goods to be removed and/or stored are your own property, or
- The person(s) who own or have an interest in them, have given you authority to make this contract, and have been made aware of these conditions
- You will meet any claim for damages and/or costs against us if these declarations are not true.

6. Charges if you postpone or cancel the removal

If you postpone or cancel this contract, we may charge according to how much notice is given.

- More than 3 days before the removal was due to start; NIL.
- Less than 3 days, but more than 1 day before the removal was due to start; 20% of the removal charge.
- Less than 1 day before the removal was due to start; 30% of the removal charge.

7. Paying for the Removal

Unless otherwise agreed by us in writing:

- Payment is required, by cleared funds in advance of the removal or storage period.
- You may not withhold any part of the agreed price.
- In respect of all sums which are overdue to us, we will charge interest calculated at 2% above bank annual lending rates

8 Insurance

Should you choose to arrange insurance through us, then

- We will be at the liberty of choosing the insurance company.
- In case of any damages or claims, all claims will be settled as per insurance company's terms and conditions. It will be your responsibility to follow insurance claim procedures and produce necessary documents. We will not be held liable for claims not settled by the insurance company in part or full.
- Unless otherwise specified in writing, generally the insurance premium mentioned to you are reseller rates and are inclusive of our service charges to arrange insurance. Hence insurance premiums will be payable as per the premiums quoted and not as per insurance company receipts.

9 Our liability to loss or damage

Our liability for loss or damage is limited, as set out in clause 9(a) below. You may request us to increase our liability, as set out in clause 9(c) below, subject to our express written agreement in advance of carrying out the removal and/or storage and payment of an additional charge.

- In the event of our losing or damaging your goods, if we are liable, we will pay you up to a maximum sum of Rs. 250/= for each item which is lost or damaged, to cover the cost of repairing or replacing that item. or
- We may choose to repair or replace the damaged item. If an item is repaired we are not liable for depreciation in value.
- Always subject to receiving your itemised valued inventory and request in writing to increase our liability, prior to the removal and/or storage commencing, we may offer to extend our maximum liability to the value declared by you to us. This is not an insurance on the goods and you are strongly advised to accept the insurance offered in our quote or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.
- For the purposes of clauses 9(a), 9(b) and 9(c), an item is defined as any one article, suite, pair, set, or complete case, carton, package or other container.
- We shall not be responsible for any items which you claim is lost or missing if the same has not been packed by us or clearly marked on the packing list prepared by us.
- Other than by reason of negligence, we will not be liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in the following:
 - By fire howsoever caused.
 - By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, acts of God, industrial action or other such events outside our reasonable control.
 - By normal wear and tear, natural or gradual deterioration, Fading polish, shrinking or expansion, paint peel off, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
 - By mildew, moisture, moth, termites or vermin or similar infestation.
 - By cleaning, repairing or restoring unless we did the work.
 - To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.
 - For electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.
 - To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, howsoever caused, unless you have previously given us full particulars with value, and we have confirmed in writing that we accept responsibility as in conditions 9(a) or 9(c).
 - To any goods which have a relevant proven defect or are inherently defective.
 - To animals and their cages or tanks including pets, birds or fish.
 - To plants.
 - To refrigerated or frozen food or drink.



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- g) Other than by reason of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage or failure to produce the goods.
- h) No employee of Alianza World Logistics LLP Ltd shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

10. Extra conditions that apply to removals to/from a foreign country outside the India

For goods destined to, or received from a place outside the India:

- a) We will accept liability only for loss or damage to goods when they are in our actual possession, and if it can be proven that we were negligent. In such circumstances, we will accept liability as in condition 9(a) or 9(c) above. We are not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 9(d) above.
- b) Where we engage an international transport operator, shipping company or airline, to convey your goods to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.
- c) If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, you have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/ conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.
- d) We do not accept any liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.

11. Time limits for claims

- a) For goods which we deliver, you must note any visible loss, damage or failure to produce any goods at the time of delivery
- b) If you or your agent collect from our warehouse, you must note any loss or damage at the time the goods are handed to you.
- c) Notwithstanding clause 9, we will not be liable for any loss of or damage to the goods unless a claim is notified to us or our foreign correspondent in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within (7) days of collection of the goods from us or delivery of the goods by us, as the case may be.
- d) The time limits referred to in clauses 10(a), 10(b) and 10(c) above shall be essential to the contract.
- e) Upon your written request we may at our discretion agree to extend your time for compliance with clause 10(c) PROVIDED your request is received within the time limits provided for and subject to this proviso we will not unreasonably refuse such a request.
- f) The customer is liable for the first Rs. 5000/= of any claim.

12. Delays in transit

- a) Other than by reason of our negligence, we will not be liable for delays in transit.
- b) We will not be responsible for any delays at interstate check-posts or international customs
- c) If through no fault of ours we are unable to deliver your goods, we will take them into store. The contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

13. Damage to premises or property other than goods

- a) We will not be liable for any damage to premises or property other than goods submitted for removal and/or storage unless we have been negligent.
- b) If we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed will inevitably cause damage, we shall not accept that we were negligent.
- c) If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt. This is essential to the contract.

14. Our Right to Hold the Goods (lien)

We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these terms and conditions shall continue to apply.

15. Disputes

If there is a dispute arising from this agreement, which cannot be resolved, all disputes will be subject to the Courts of Bangalore Jurisdiction only.

16. Our right to sub-contract the work

- a) We reserve the right to sub-contract some or all of the work.
- b) If we sub-contract, then these conditions will still apply.

17. Route and method

We have the full right to choose the route for delivery. Unless it has been specifically agreed in writing on our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

18. Advice and information

Advice and information in whatever form it may be given is provided by the company for the customer only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.

19. Applicable law

This contract is subject to the law of India.

EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS – REFER STORAGE TERMS AND CONDITIONS



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Storage Terms and Conditions

Note 1 Scope of application

The following general storage terms and conditions of Alianza World Logistics LLP are applicable to all deposit and short and long term storage agreements. They cover all activities, described in more detail below, of Alianza World Logistics LLP storage activities. All activities not mentioned below are subject to the General Removal Terms and Conditions of Alianza World Logistics LLP. If contradictory regulations or agreements exist, then the following order of precedence shall apply: 1. Mandatory statutory provisions; 2. Individual contractual agreements; 3. Non-mandatory provisions of law.

Note 2 Area of activity

In accordance with the terms and conditions, the area of activity of the Alianza World Logistics LLP exclusively covers storage and warehouse management as well as the placement and retrieval of goods.

Note 3 Order placement

Orders must be placed in writing within the meaning of Alianza World Logistics LLP. Quotations shall lapse if they are not accepted within 30 days. The order must contain all the necessary information for proper execution, in particular quantity and type of the goods to be stored, storage area required, time and type of delivery etc. as well as indication of regulated goods (e.g. goods not cleared through customs, compulsory stocks etc.) and also goods which require special handling (e.g. due to odor emissions, unusual soil impact, extreme dimensions, humidity and temperature specifications etc.). In addition, you must indicate special characteristics of the stored material, special proneness to damage and products of unusually high value. The additional costs thereby incurred shall be borne by you.

Unless otherwise agreed in writing, the following are excluded from acceptance by the warehouse (prohibited cargo): dangerous goods such as flammable or explosive goods, gas cylinders and generally any goods which have a negative impact of any sort on their environment, as well as illegal objects, narcotics, animals, money, negotiable securities, precious metals, jewellery, stocks in terms of the stock exchange, perishables etc.

It shall be assumed, unless proved otherwise, that the cargo which is to be stored constitutes used personal effects, household goods, furniture, normal documents etc. Alianza World Logistics LLP shall not be required to add reservations in acceptance protocols or similar documents on the grounds of normal wear and tear. If you order brand new items to be stored, then you must explicitly inform Alianza World Logistics LLP of this.

Note 4 Acceptance and inspection of incoming goods

You shall notify Alianza World Logistics LLP of the imminent delivery and the planned retrieval of the goods at least 5 working days in advance. The inspection of incoming goods to be stored shall be limited to their external properties. Alianza World Logistics LLP is entitled but not obliged or required to take random samples of the goods to be stored. Alianza World Logistics LLP shall be liable for the contents of boxes, cartons, baskets, cupboards, drawers and other containers only if they were packed and unpacked and sealed by Alianza World Logistics LLP staff and if a list of these goods drawn up by Alianza World Logistics LLP exists.

Alianza World Logistics LLP must confirm to you the acceptance of goods by the warehouse by completing a packing list and warehouse receipt. Only the warehouse receipt shall be the binding document laying down the type and quantity of stored objects. The warehouse receipt must be signed by Alianza World Logistics LLP and you. The warehouse receipt does not constitute a security; this means it is neither acceptable as collateral nor pledge able or transferrable.

Note 5 Obligations and liability of Alianza World Logistics LLP

Alianza World Logistics LLP shall be liable to the you for careful execution of the order. To carry out the order, the Alianza World Logistics LLP has the right to resort to auxiliary staff and/or representatives.

Alianza World Logistics LLP's duty to exercise care only extends to the storage of goods in warehouse / godown / storage rooms / liftvans with room temperature and non-controlled humidity, but not to special procedures and special handling of the goods (special safety measures, air conditioning technology etc.) during storage, unless written agreements have been concluded on this issue.

Alianza World Logistics LLP becomes responsible for the goods when they are delivered at the ramp or the threshold of the door and hands over responsibility for them when they are collected again at the ramp or the threshold of the door. Under all circumstances, the process of loading and unloading is considered part of the liability period of the Principal. If any auxiliary staff of Alianza World Logistics LLP helps with the loading or unloading process, they shall, for this purpose, be deemed auxiliary personnel the customer.

Alianza World Logistics LLP is not obliged to check the condition of the goods during the time they are stored. However, if we notice obvious changes which suggest damage or danger, we shall report this to you. Alianza World Logistics LLP does not have any further obligations beyond notification of you.

Alianza World Logistics LLP is released from all liability if the stored goods are damaged as a result of circumstances for which neither Alianza World Logistics LLP nor any of his contractors are responsible.

Liability of Alianza World Logistics LLP for slight negligence is excluded in accordance with Alianza World Logistics LLP Obligations (OR). Equally, liability for slight negligence on the part of auxiliary staff or representatives is also excluded. These provisions shall apply provided that no agreements to the contrary have been entered into.

Damage which is attributable to the following causes shall not be deemed to be the fault of Alianza World Logistics LLP:

- damage caused by rust, mice and moths (even where moth treatment has taken place), woodworm, mould;
- detachment of glued parts, abrasion, pressure marks, loss of shine of the furniture polish, breakage of rotten furniture and linoleum carpets as well as the consequences of temperature fluctuations or the effects of air humidity;
- force majeure such as war, earthquake, pillaging, destruction, social unrest;
- loss or damage of contents on data carriers;
- damage in case of storage in containers or in cases where separate rooms are rented

Items of sentimental value shall not be replaced.

Liability of the Alianza World Logistics LLP ends with the termination of the storage agreement.

Note 6 Obligations and liability of the Customer

The Customer shall be liable for all direct and indirect damage which Alianza World Logistics LLP suffers through the stored goods. The following duties are incumbent upon the Principal. This means that any damage resulting from a breach of these duties does not constitute a fault on the part of Alianza World Logistics LLP:

- especially fragile objects such as porcelain, glass, marble, lamps, lamp shades, pictures, mirrors, works of art, electric and other appliances must be packed before handing them over for storage;
- stored goods must be truthfully declared;
- clothes, laundry, blankets, small mats and generally any small objects which may be lost if not packed must be packed before they are handed over for storage;
- Perishable or prohibited goods must not be handed over for storage;
- the customer must point out to Alianza World Logistics LLP any special properties, special proneness to damage and unusually high value of the goods to be stored (e.g. money, securities and documents, or valuables such as works of art, jewellery, gold and silver goods, antiques); see above, Note 3.

The customer must compensate Alianza World Logistics LLP for all expenses including interest which the latter has incurred as part of proper order execution. Equally, the customer must make good any loss which Alianza World Logistics LLP has incurred in the course of proper order execution.

Note 7 Insurance

Alianza World Logistics LLP shall only be obliged to insure the stored goods against damage resulting from fire, water or burglary if a written order to that effect was submitted by the customer indicating the insurance value of the risk to be covered and provided the necessary insurance premiums are paid in advance.

However, Alianza World Logistics LLP is entitled to insure the goods at the expense of the customer even in the absence of a special order. In that case, the policy shall cover damage resulting from water, fire or burglary, and the extent of coverage must be adequate. Passing on the costs to the customer shall be possible only where the customer has been informed of an existing or intended insurance coverage and where he does not immediately communicate to Alianza World Logistics LLP that he does not want the proposed coverage.

The premiums for all insurance policies shall be invoiced separately.

Note 8 Storage fees and payment conditions

The receivables of Alianza World Logistics LLP become due immediately. Payment must be made immediately upon receipt of the invoice. Default starts immediately upon receipt of the invoice without the need for any further reminder (settlement day agreement). The storage fees are calculated per calendar month or part of. Full charges apply to each month begun. Special work which is either caused by the stored goods or carried out on the order of the customer is to be invoiced separately.

Note 9. Change of domicile

The customer must immediately inform Alianza World Logistics LLP in writing every time he changes domicile. As long as Alianza World Logistics LLP has not been informed of a change of domicile, the last known address shall be used as the mailing address.

Note 10 Right of retention

The storage goods entrusted to Alianza World Logistics LLP shall be held as a pledge for the respective balance arising out of the entire business transaction with the customer. Following the fruitless expiry of a payment deadline imposed by Alianza World Logistics LLP in conjunction with the threat of exploitation, Alianza World Logistics LLP may optimally exploit the respective storage goods on the open market without further formalities. Alianza World Logistics LLP has the right to send the threat of exploitation to the last address known to him in accordance with Note 9.

Note 11 Transfer of ownership

In the case of transfer of ownership of the stored goods, the customer shall remain



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liable, in his capacity as contractual partner, for the fulfillment of all obligations, and the right of retention of Alianza World Logistics LLP shall continue to apply. Only once all open accounts have been settled and upon request of the customer and the new owner must Alianza World Logistics LLP agree to a contractual transfer of the goods to the acquirer and issue a new warehouse receipt in the name of the acquirer.

Note 12 Inspection of the stored goods

Having given notice at least 5 working days in advance, the customer may, accompanied by an employee of Alianza World Logistics LLP, access the storage area during normal business hours. For this purpose, he must show the warehouse receipt and bear the costs resulting from this visit.

Note 13 Cancellations

If the storage agreement has been concluded for an indefinite period, the customer may cancel the contract by giving 48 hours notice at any time. The notice period for Alianza World Logistics LLP is 30 days. All cancellations must be made in writing.

Upon good cause shown, the storage agreement may be cancelled prematurely without notice. The following reasons in particular shall be deemed good cause shown: if the stored goods have or develop unwanted properties (odours, leaking, vermin, warming etc.) which have a negative effect on other goods, the warehouse itself, staff working in the warehouse or on the environment or if, after an additional ten-day payment period has been granted, the amount owed to Alianza World Logistics LLP is still not paid.

The customer must be granted an adequate period in which to collect the stored goods after the end of the contract. **If the stored goods are not picked up within the specified period, Alianza World Logistics LLP shall be entitled to sell the goods on the free market or to dispose of them if they no longer have any material value.**

Note 14 Retrieval of goods

The order for the retrieval of goods must be initiated by the customer and must be carried out in good time, i.e. at least 5 working days before the intended retrieval date. Under all circumstances, Alianza World Logistics LLP shall have the right to verify the identity of the person claiming the goods. Before even one part of the stored goods can be retrieved, any amount owed on the stored goods must first be settled (Note 8 and Note 10).

If individual items are claimed, the customer shall bear the costs of relocating the furniture, opening boxes and any other work carried out. Whenever items are claimed, Alianza World Logistics LLP shall be entitled to a receipt. If only some of the goods are retrieved (or additional goods are stored), Alianza World Logistics LLP may redefine the storage fees.

Any services provided by Alianza World Logistics LLP, to facilitate the opening, collection, repacking etc. will be charged by Alianza World Logistics LLP.

Note 15 Complaints

Unconditional acceptance of the goods shall be construed approval of the condition of the goods. Complaints on the grounds of missing storage goods or externally visible damage must be made in writing immediately during the retrieval process. Hidden damage must be reported to Alianza World Logistics LLP, also in writing, within 3 days following retrieval of the goods.

Note 16 Sale of stored goods

Alianza World Logistics LLP may accept orders to sell the stored goods. In that case, Alianza World Logistics LLP shall be bound by the rules concerning commission. If no other agreements have been reached, Alianza World Logistics LLP shall be free as regards pricing. Unless otherwise agreed, Alianza World Logistics LLP shall receive a commission of 10% on the gross proceeds for its efforts. The customer must separately reimburse Alianza World Logistics LLP for expenses, irrespective of the sale.

Note 17 Place of jurisdiction and applicable law

In respect of the adjudication of all disputed claims between the contracting parties arising out of the Agreement, the registered domicile of Alianza World Logistics LLP shall be the place of jurisdiction.

Note 18 Your forwarding address

- a) If you send goods to be stored you must provide an address for letters and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after posting it to your last address recorded by us.
- b) If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed.

Note 19 List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within seven days or receiving it, notifying us of any errors or omissions.

Note 20 Revision of storage charges

We review our storage charges periodically. You will be given 30 days advance notice in writing of any increases.

Note 21 Our Right to Sell or dispose of the Goods

On giving you 30 days notice we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding debts due to us we are entitled to sell or dispose of some or all the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

Note 22 Hand out

If you make your own arrangements to collect the goods from our warehouse we are entitled to make a charge for handing them over. Our liability will cease upon handing over the goods.