

Please read these terms and conditions carefully as they contain exclusions and limitations of our liability to you and affect your rights and liabilities under the law.

These terms and conditions shall govern the supply of services sold on the Website www.loadingcenter.co.uk which is owned and operated by Loading Center Logistics Limited, a company registered in England and Wales under number 08590143 whose registered office address is at Unit C Bridge Trading Estate, Great Blakenham, Suffolk, IP6 0NX.

These terms and conditions shall constitute the entire and only agreement between us in relation thereto.

Your attention is drawn in particular to the provisions of Section 3, 4, 7, 9 and 10.

If you agree to these terms and conditions unconditionally, you should tick the "I agree" to the terms and conditions' box adjacent to the link to these terms and conditions and you will then be able to proceed with our fulfillment service.

If you do not agree to these terms and conditions, then you should not tick the "I agree" to the terms and conditions' box adjacent to the link to these terms and conditions and you should not continue with our Fulfillment service

If you have any questions about these terms and conditions, please contact our customer support team:

By email:

uk@loadingcenter.com

By telephone:

01473 832 999

By post:

Loading Center Logistics Limited

Unit C Bridge Trading Estate

Great Blakenham

Suffolk

IP6 0NX

Definitions & Interpretations

1.1 In these conditions, the following definitions shall apply:

1.2 Clause Two

1.2.1 Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.2.2 Carrier shall refer to DPD, Royal Mail, Parcel Force, TrakPak, DHL or any other independent carrier the Company may use from time to time.

1.2.3 Company means Loading Center Logistics Limited, a company registered in England and Wales under number 08590143 whose registered office address is at Unit C Bridge Trading Estate, Great Blakenham, Suffolk, IP6 0NX

1.2.4 Customer and/or You mean the individual or entity who purchases the Services from the Company.

1.2.5 Conditions means the terms and conditions set out in this document.

1.2.6 Contract means the contract between the Company and the Customer for the supply of services in accordance with these Conditions.

1.2.7 End User means the individual or entity that the Customer is delivering the Goods to.

1.2.8 Fulfillment Provider means Loading Center Logistics Limited, a company registered in England and Wales under number 08590143, whose registered office address is at Unit C Bridge Trading Estate, Great Blakenham, Suffolk, IP6 0NX

1.2.9 Force Majeure Event has the meaning given in clause 7.

1.2.10 Goods means the items The Customer has declared on the Inventory Form that will be sent to the Warehouse for the Service.

1.2.11 Inventory Form shall refer to the information form on the Company's Website that will require the Customer to provide

details regarding the Goods to be used for the Service Order means the Customer's order for the Service, as set out on the Website.

1.2.12 Order shall refer to the fulfillment service where Goods are stored at the Warehouse, picked and dispatched to the designated address.

1.2.13 Service shall refer to the fulfillment service where Goods are stored at the Warehouse, picked and dispatched to the designated address.

1.2.14 Warehouse shall refer to the Warehouse located at Unit C Bridge Trading Estate, Great Blakenham, Suffolk, IP6 0NX

1.2.15 Website means the domain name www.loadingcenter.co.uk, which is owned and operated by the Company.

1.2.16 The headings in this Agreement are inserted for convenience only and shall not affect its construction;

1.2.17 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.18 A reference to one gender includes a reference to the other gender.

1.2.19 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.20 A reference to writing or written includes faxes and e-mails.

2 The Contract between Us

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to receive the Services supplied by the Company in accordance with these Conditions.

2.3 The Customer will receive confirmation of their order which shall only indicate that the Company has received the Order. It shall not indicate that the Company has accepted the Customers offer even if payment is taken.

2.4 The Order shall only be deemed to be accepted once the Fulfillment Provider has received the Goods from the Customer, at which point the Contract shall come into existence unless the Company has notified the Customer that:

2.4.1 The Company does not accept the Order;

2.4.2 The Goods have arrived damaged;

2.4.3 The Goods are missing in part or in whole;

2.4.4 The Goods are not as described in the Order;

2.4.5 The Goods are contrary to these conditions;

2.4.6 The Service the Customer ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by the Company from the Fulfillment Provider and/or Carrier; or

2.4.7 The Customer has cancelled the contract in accordance with Section 9.

3 Scope of Service

3.1 The Company works in partnership with the Fulfillment Provider which allows the Company to provide its Fulfillment Services to the Customer in accordance with these terms and conditions.

3.2 The Goods will be assigned with a unique seven (7) character Customer Identification Number prefixed with 'JD' along with a unique Product Number or manufacturer Bar Code where agreed.

3.3 The Goods will receive a bar code number in EAN 128c Format. All existing bar codes attached to the Goods prior to the Service must be removed where possible to avoid confusion.

3.4 Tracking for the Goods shall be supported. Standard international mail services shall not require a signature as proof of delivery.

3.5 The Goods shall be stored in the Warehouse and secured using reasonable security measures.

3.6 The Goods shall be shipped using standard shipment methods that do not require specialist packaging or handling with the Carrier.

3.7 The Goods must be received in a condition suitable for shipping. For the avoidance of doubt, the Goods must arrive at the Warehouse already boxed. For Goods that are contained individually within a box when delivering to the Warehouse, each individual item within the box must also be packaged appropriately for shipping when they are dispatched to the End User.

3.8 All Goods must be within the dimensions under selected couriers' requirements and a weight no greater than 30 Kilo Grams.

3.9 All Goods must be non perishable and capable of storage in an ambient Warehouse without particular orientation and/or storage in a non temperature controlled environment.

3.10 The Fulfillment Provider will weigh and measure the Goods and will amend the details of the Goods if the information the Customer has provided is incorrect.

3.11 Additional storage charges shall apply for Goods held in the Warehouse that have had no sales for a period greater than 6 months.

3.12 Additional disposal charges shall apply for Goods left in the Warehouse after cancellation of the Service.

4 Customer Obligations - Please Read Carefully

4.1 The Customer warrants that they own the full legal title to the Goods.

4.2 The Customer warrants that they have the full legal capacity to enter into legally binding

4.3 Contracts such as this one.

4.4 All data to be provided by the Customer (including by electronic means) in relation to the Goods and the Service shall be accurate, complete, of the correct type, and be provided in a timely manner as required by the Company, Carrier and Fulfillment Provider.

4.5 Further to clause 4.3 above, such data shall include but not be limited to the weight of the Goods; an accurate description of the Goods; a full and accurate name and address of the Receiver including the postcode, a mobile telephone number, email address and a day time landline telephone number. IF THE CUSTOMER HAS FAILED TO PROVIDE ALL SUCH NECESSARY DATA, THEN THE COMPANY, CARRIER OR FULFILMENT PROVIDER SHALL BE ENTITLED TO REFUSE TO PERFORM THE SERVICE AND THE COMPANY SHALL CHARGE THE CUSTOMER ACCORDINGLY FOR THE COST OF RETURNING THE CONSIGNMENT TO THE WAREHOUSE OR THE CUSTOMERS ADDRESS. AN ADMINISTRATION CHARGE OF £25.00 + VAT FOR THE ARRANGEMENT OF THE RETURN CARRIAGE SHALL APPLY.

4.6 All Goods, including toys and electrical equipment, whether new or used, must be safe (that is, there is no risk that the Goods will cause death, personal injury or damage to property) and, where applicable, come with a UK standard three-pin plug. Used and refurbished electrical equipment must be tested and certified by a qualified expert.

4.7 The Customer is not permitted, under any circumstance, to use the Service for Goods that have been subject to a product safety recall, regardless of branding.

4.8 The Customer is responsible to ensure that sufficient courier approved packaging is used for sending the Goods to the Warehouse. Retail packaging will not be sufficient.

4.9 The packaging must ensure that on the one hand the Goods themselves are protected against loss and damage and that

on the other hand persons carrying out the transportation and other parcels transported are not endangered.

4.10 Goods arriving at the Warehouse on a pallet must be appropriately pallet wrapped and labeled.

4.11 Any order that is cancelled after the Order Status as switched to any of the following will be subject to a £5 + VAT administration charge –Waiting for Replenishment, Ready to Pick, Picking, Awaiting Picking and Packing

4.12 Any order that is cancelled after the Order Status as switched to any of the following will be subject to a £10 + VAT administration charge –Packed

4.13 Inbound Stock Turnaround Times - Compliant: 1-5 days (If a discrepancy is reported, an inbound report will be sent to the customer) Goods will not be booked in any further until customer acknowledges report and sends further instructions to proceed. Non compliant: 3-7 days (3-7 depending on material to hand, this could exceed 7 days depending on lead times on material)

4.14 The packaging must ensure that access to the Goods is not possible without leaving a clear trace on the outside of the packaging.

5 Delivery and Additional Charges - Please Read Carefully

5.1 The Company shall ensure that:

5.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and special storage instructions (if any); and

5.2 The Company shall use a third party Courier and/or Sub Contractor to deliver the Goods to the location set out in the Order.

5.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods.

5.5 If the End User fails to accept delivery of the Goods when the Courier or Sub Contractor attempts to deliver the Goods, the Customer shall be responsible for ensuring the End User collects the Goods from their location at the Courier or Sub Contractor's depot.

5.6 Any upgrades to the service used to deliver the Goods will be subject to an additional charge which shall be applied to your account. For the avoidance of doubt and by way of example, if you choose a delivery service that is not suitable for the Goods due to the size, the Goods will be delivered using a delivery service that is appropriate for the size of the Goods.

5.7 Goods arriving that have not been scheduled via an ASN (Advanced Shipping Notification) will be subject to a £25 handling and administration charge. Also failure to notify the Operations team of non compliant inbound stock will also be subject to a £25 handling and administration fee.

6 Prices and Payment - Please Read Carefully

6.1 The Service is provided on the agreed price tariffs and terms.

6.2 The Company shall be entitled to amend the Price List at any time by providing the Customer with 28 days notice in writing to be delivered to the Customers last known e-mail address. For the avoidance of doubt, the notice period shall take effect from the date the e-mail was sent.

6.3 Credits may only be awarded to the Customer at the Company's sole discretion. Any refunds

6.4 Due to the Customer shall be paid to the Customer by crediting their account with the Company.

6.5 In the event that the Customer's account falls into arrears, a lien will be held over the Customers Goods and the Service will be suspended until all outstanding balances are paid to the Company. Should the Customer's account fall into arrears for a period greater than 90 days, the Company shall be entitled to

dispose of the Customer's Goods.

6.6 The Company may at any time, by giving notice to the Customer, apply an additional charge to the price of the Service to reflect any increase in the cost of the Service that is due to:

6.6.1 any factor beyond the Company's control (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other warehousing and shipping costs);

6.6.2 any request by the Customer to change the delivery date(s), quantities or types of Goods for the Service, or the Specification; or

6.6.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company, Carrier and/or Fulfillment Provider adequate or accurate information or instructions.

6.7 Pursuant to Clause 6.5 above, a separate invoice containing the additional costs shall be sent to the Customer and the Company shall not be obliged to release the Goods until full payment is received.

6.8 The price of the Service is exclusive of amounts in respect of value added tax (VAT). VAT shall be applied at the checkout where applicable at the prevailing rate.

6.9 Interests and compensation charge may apply on the late payments in accordance with the LATE PAYMENT OF COMMERCIAL DEBTS (INTERETS) ACT 1998.

7 Exclusions

It is the responsibility of the Customer to ensure that their Goods do not fall within the strict exclusions below:

7.1 Counterfeit merchandise: Any product that has been illegally replicated, reproduced or manufactured is prohibited.

7.2 Promotional media that is intended to be sold which shall include: promotional versions of all media--including books (advance reading copies and uncorrected proofs), music, software, PC & video games, DVDs and videos (screeners) are prohibited.

7.3 Unauthorised and unlicensed merchandise: all media including books, CDs, VHS tapes, DVDs, software and PC & video games must be fully licensed and authorised versions. All items sold must be commercially produced and authorised or licensed as a retail product.

7.4 Software: software that has been copied or duplicated in any format is prohibited. Additionally, academic, OEM, back-up, fulfillment, promotional, beta (pre-release), unauthorised freeware/shareware and "softlifted" software versions are prohibited. The majority of software licence agreements permit the initial licensee of the software to make a one-time permanent transfer of the licence directly to an end user. Sometimes the licence requires the transfer to include the entire software product (including all component parts, the media and printed materials, any upgrades, the licence itself and, if applicable, the Certificate of Authenticity). The Customer should refer to the applicable software licence agreement to ensure that any software posted for sale is permitted to be transferred.

7.5 Video games: video games must be full retail versions. Recopied and transferred video games are prohibited. Mod chips, silver disks, video game emulators, Sega boot-disks, game enhancers, unauthorised video game compilations, and accessories are also prohibited.

7.6 Region 1 DVDs: new region 1 DVDs are restricted products and may not be sold unless you have received pre-approval for such sales. Only sellers resident in the USA or Canada who dispatch their products from the USA or Canada are eligible for pre-approval. Only new region 1 DVDs which have been aged in Canada or the US may be sold, and the age rating must appear in the seller's region 1 DVD listing. Sellers of new region 1 DVDs are prohibited from selling more than one copy of any new region 1 DVD to any customer, or from selling any new region 1 DVD to any customer who is purchasing the DVD for commercial

purposes.

7.7 Recopied media: copies, dubs, duplicates, or transfers of books, music, videos, software, images, and so on are prohibited. Just as you cannot sell a photocopied book without the author's permission, you cannot sell copies or duplicates of videos, music, video games, software, photos, etc. Likewise, you cannot sell transferred media--whether laserdisc to video, CD-ROM to cassette tape, or from the Internet to any digital format unless explicitly approved by the author. You cannot sell items consisting entirely, or largely, of content that is freely available on and/or originates from the web.

7.8 Cigarette substitutes: electronic cigarettes and other nicotine-based products that are not approved as aids to smoking cessation by the Medicines and Healthcare products Regulatory Agency (MHRA).

7.9 Animal products: parts or products from whale or dolphin

7.10 Alcoholic beverages and liquor confectionery, cigars, cigarettes, tobacco and any other products containing tobacco

7.11 Weapons: firearms and all associated parts, kits and ammunition; Realistic Imitation Firearms; Air weapons, Airguns, BB guns and Airsoft guns (not including toy guns provided they are not Realistic Imitation Firearms); spear-guns; mace; black powder and all explosives; crossbows (all types, but not including toy crossbows which shoot plastic/foam darts); slingshots/Catapults (not including toys such as catapults that come with an action figure toy); offensive weapons as defined in the UK Criminal Justice Act 1988; Any ammunition, kits spares or accessories for any of the above. fireworks or other pyrotechnics, knives, knife blades, razor blades, swords, daggers, axes and any other articles with a blade or which is sharply pointed and is made or adapted for use for causing injury to persons, with the exception of (i) razor blades permanently enclosed in a cartridge or housing with less than 2mm of blade exposed, (ii) un-lockable folding blades of less than 3 inches, (iii) folding blades of less than 3 inches part of a multi-tool device, (iii) knives included in ordinary cutlery sets with forks and spoons (blocks of knives, sets including only knives and carving sets including only carving knives and carving forks will be considered as excluded products) and (iv) electric carving knives.

7.12 Weapons: firearms and all associated parts, kits and ammunition; Realistic Imitation Firearms; Air weapons, Airguns, BB guns and Airsoft guns (not including toy guns provided they are not Realistic Imitation Firearms); spear-guns; mace; black powder and all explosives; crossbows (all types, but not including toy crossbows which shoot plastic/foam darts); slingshots/Catapults (not including toys such as catapults that come with an action figure toy); offensive weapons as defined in the UK Criminal Justice Act 1988; Any ammunition, kits spares or accessories for any of the above. fireworks or other pyrotechnics, knives, knife blades, razor blades, swords, daggers, axes and any other articles with a blade or which is sharply pointed and is made or adapted for use for causing injury to persons, with the exception of (i) razor blades permanently enclosed in a cartridge or housing with less than 2mm of blade exposed, (ii) un-lockable folding blades of less than 3 inches, (ii) folding blades of less than 3 inches part of a multi-tool device, (iii) knives included in ordinary cutlery sets with forks and spoons (blocks of knives, sets including only knives and carving sets including only carving knives and carving forks will be considered as excluded products) and (iv) electric carving knives.

7.13 Elements of the human body and medical implants any products made of or containing parts of any regulated endangered plant or animal such as for example elephant ivory, coral, sea turtle shells, most reptile skins.

7.14 Any product that contains other ingredients that are prohibited restricted or regulated under applicable law.

7.15 Sex and sensuality products.

7.16 Products containing prohibited images of children and any other violent, offensive, obscene or sexual content that is

unlawful in any of the countries to which the company enables your products to be sold as well as products which are subject to age ratings in any EU country.

7.17 Loose gemstone products; glass, LCD screens, plasma screens, CRT screens, LED screens, china, porcelain, pots, vases, ceramics, un wrapped furniture, freestanding furniture, un packaged goods, damaged goods, gases, pyrotechnics, arms and ammunition or corrosive, toxic, flammable, explosive, oxidising or radioactive materials.

8 Making Claim

8.1 For all claims for loss, theft or damage to your Goods, you must make your claim within the following periods:

8.2 For damaged Goods, the Company must receive notice of your claim within 24 hours of the delivery date, with all paperwork regarding the claim submitted to the Company within 7 working days.

8.3 For missing items, the Company must receive notice of your claim within 7 days of the scheduled delivery date, with all paperwork regarding the claim submitted to the Company within the following 7 working days.

8.4 The notice of your claim along with the claim itself must be in writing and submitted to the email address: acc@loadingcenter.com

8.5 The Company will dismiss any claim for damaged items where photographic evidence of the damaged item, the packaging used for the item and proof of value in the form of cost and sales invoices is not provided.

8.6 The Company reserves the right to retain any Goods that are the subject matter of a claim for damage for further inspection. Should the Company award compensation under this agreement for the damage, the Company may retain ownership of the Goods for consideration of the claim transaction.

8.7 Before the Company shall award any monetary amount of compensation for your Goods, the Company will consider the market value of the Goods and the value of the Goods stipulated on the invoice provided by you at the time you submitted the claim.

8.8 The maximum amount the Customer can claim for loss or damage to their Goods shall be determined by the following maximum values for each third party courier used by the Company to deliver the Goods:

8.8.1 DPD Express - £50.00 per delivery.

8.8.2 ParcelForce - £50.00 per delivery.

8.8.3 Royal Mail (Packet) Tracked - £20.00 per delivery.

8.8.4 Royal Mail Untracked - No insurance

8.9 The Company may dismiss any claim, which does not adhere to the above criteria.

9 Cancellation - Please Read Carefully

9.1 Either party may cancel this Agreement at any time by providing the other party with 28 days notice in writing to the other party's last known address subject to the conditions set out under this agreement. For the avoidance of doubt, notices delivered by e-mail shall be a valid form of communication under this agreement.

9.2 Either party may terminate this Agreement with immediate effect in the event that a material breach occurs.

9.3 Upon cancellation, all remaining Goods at the Warehouse shall be returned to the Customer providing all debts and additional charges are settled. The Customer shall be responsible to pay the cost of the return carriage.

9.4 Further to clause 9.3 above, the Customer may instruct the Company to dispose of the Goods in the event that the Customer does not wish for the Goods to be returned from the Warehouse.

9.5 In the event that the Company has served notice of cancellation to the Customer and the Customer has failed to respond within 28 days of the date the Company served the notice of cancellation to the Customer, the Company shall issue a final notice where the Customer's Goods will be disposed of if the Customer fails to respond within seven (7) days of the date the final notice was served.

9.6 In the event that the Company lost contact or have not received any response from the Customer in continually 6 months, the contract would get terminated immediately. The remaining stocks or goods would get discarded without any further notice. Customer is still liable for the handling charges of discard at the rate GBP12.00 per 100kgs.

10 Limitation of Liability

10.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

10.1.1 personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

10.2 Subject to clause 10.1:

10.2.1 the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 The Company and its duly authorised agents shall not be liable for and the Customer shall not be entitled to claim from the Company or its duly authorised agents for damages, losses, penalties, injuries, expenses or costs (whether direct, indirect, consequential, incidental or other nature) howsoever suffered and by whomsoever suffered from whatsoever cause arising unless specifically accepted by the Company in writing.

10.2.3 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the cost price of the Goods.

11 Force Majeure

11.1 Neither party or sub contractor shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, severe weather, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12 Severance

12.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13 Waiver

13.1 A waiver of any right or remedy under the Contract is

only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Company to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14 Third Party Rights

14.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

15 Variation

15.1 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

16 Entire Agreement

16.1 This Agreement shall set out the whole of our agreement relating to the supply of Goods by the Company to the Customer.

17 Governing Law and Jurisdictions

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be referred to an independent arbitrator and governed by and construed in accordance with English law.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that cannot be resolved by an independent arbitrator.

Please sign to confirm your acceptance of the rates as set out herein and your agreement to abide by our Terms and Concisions.

Signature: _____

Print Name: _____

Email: _____

Date: _____