

HERLA 3PL LTD

TERMS AND CONDITIONS OF BUSINESS

Effective Date: 27 August 2026

HERLA 3PL Ltd

Unit 3 Harlaxton Business Park

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Grantham

Lincolnshire

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Website: www.3pl.org.uk

1. DEFINITIONS

In these Terms and Conditions:

"HERLA", "we", "us" or "our" means HERLA 3PL Ltd.

"Customer", "you" or "your" means the person, partnership, company or other entity contracting with HERLA for the provision of Services.

"Goods" means all goods, products, stock, packaging, materials, pallets, containers or other items delivered to, held by, handled by or otherwise placed under the control of HERLA on behalf of the Customer.

"Services" means any warehousing, storage, fulfilment, pick and pack, goods-in, goods-out, stock management, distribution, transportation, handling, packing, labelling, returns processing, rework, assembly or other logistics services supplied by HERLA.

"Warehouse" means any premises operated, occupied or used by HERLA for the provision of the Services.

"Contract" means the agreement between HERLA and the Customer comprising these Terms and Conditions, any quotation or proposal issued by HERLA, the Customer's written acceptance, any agreed service specification and any other document expressly incorporated into the agreement by HERLA.

"Charges" means all fees, rates, storage charges, handling charges, transport charges, administration charges, additional services and other sums payable by the Customer.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Consignee" means the person or entity to whom Goods are to be delivered.

2. BASIS OF CONTRACT

2.1 These Terms and Conditions apply to all Services supplied by HERLA unless HERLA expressly agrees otherwise in writing.

2.2 The Customer's acceptance of a quotation, instruction to commence Services, delivery of Goods to HERLA, or continued use of the Services constitutes acceptance of these Terms and Conditions.

2.3 These Terms and Conditions shall prevail over any terms contained in the Customer's purchase order, supplier terms, delivery note, order acknowledgement or other document unless HERLA has expressly agreed those terms in writing.

2.4 No variation of these Terms and Conditions shall be binding unless agreed in writing by an authorised director of HERLA.

2.5 A quotation issued by HERLA is an estimate unless expressly stated to be a fixed price. Quotations are based on the information supplied by the Customer and may be revised where actual volumes, weights, dimensions, handling requirements, order profiles or operational requirements differ materially from those information provided.

2.6 HERLA reserves the right to decline any Goods or Services which, in its reasonable opinion, present an unacceptable operational, legal, safety, environmental or financial risk.

3. SERVICES

3.1 HERLA may provide some or all of the following Services:

- a. receipt and unloading of Goods;
- b. checking and recording inbound Goods;
- c. palletisation and depalletisation;
- d. storage of Goods;
- e. stock management;
- f. order picking;
- g. packing and repacking;
- h. labelling and relabelling;
- i. kitting and assembly;
- j. processing of returns;
- k. preparation of Goods for collection;
- l. UK distribution and transportation;
- m. stock counts and stock reconciliation;
- n. rework and other value-added services; and
- o. such other logistics services as may be agreed.

3.2 The exact Services, service levels, Charges and operating procedures may be set out in a quotation, service schedule, customer account document or other written agreement.

3.3 HERLA does not guarantee any particular delivery time, stock availability, order processing time or service level unless expressly agreed in writing.

3.4 Any delivery or processing times provided by HERLA are estimates unless expressly stated to be contractual.

4. CUSTOMER INFORMATION

4.1 The Customer shall provide HERLA with all information reasonably required to provide the Services safely and efficiently.

4.2 Such information shall include, where applicable:

- a. product descriptions;
- b. dimensions and weights;
- c. SKU or product codes;
- d. pallet quantities;
- e. storage requirements;
- f. shelf-life information;
- g. batch and serial number information;
- h. dangerous goods classifications;
- i. applicable handling requirements;
- j. order information;
- k. delivery addresses; and
- l. any statutory, regulatory or customer-specific requirements.

4.3 The Customer warrants that information supplied to HERLA is complete and accurate.

4.4 HERLA shall not be responsible for losses, additional costs, delays or errors arising from inaccurate, incomplete or late information supplied by the Customer.

5. DELIVERY OF GOODS TO HERLA

5.1 Unless otherwise agreed, the Customer shall provide HERLA with reasonable advance notice of inbound deliveries.

5.2 Goods must be suitably packaged, labelled, palletised and prepared for safe handling and storage.

5.3 HERLA may refuse delivery or place Goods on hold where:

- a. the Goods are damaged;
- b. the Goods are inadequately packaged;
- c. the Goods are incorrectly labelled;
- d. the quantity or description differs materially from the delivery documentation;
- e. the Goods present a health, safety, environmental or operational risk; or
- f. the Goods are prohibited or have not been declared correctly.

5.4 Any additional costs arising from an inbound delivery which does not comply with the Customer's agreed operating procedures may be charged to the Customer.

5.5 HERLA may record visible damage, shortages or discrepancies at the time of receipt. Unless otherwise agreed, receipt of Goods does not constitute confirmation that the Goods are free from concealed damage or that the quantities stated by the Customer are correct.

6. STORAGE

6.1 Goods shall be stored at the Warehouse or such other premises as HERLA may reasonably determine.

6.2 HERLA may move Goods within the Warehouse where reasonably necessary for operational, safety, security or efficiency reasons.

6.3 Storage Charges shall be calculated in accordance with the applicable quotation or agreed tariff.

6.4 Unless otherwise agreed, storage Charges may be based on pallet spaces, cubic volume, floor space, individual units, locations, weight or another agreed measurement.

6.5 The Customer shall ensure that Goods remain suitable for storage and handling throughout the period they are held by HERLA.

6.6 The Customer shall promptly notify HERLA of any Goods which:

- a. have a limited shelf life;
- b. require temperature or environmental control;
- c. require special handling;
- d. may deteriorate; or
- e. are subject to regulatory restrictions.

6.7 HERLA shall not be liable for natural deterioration, inherent defect, product shelf-life expiry, shrinkage or deterioration resulting from the nature of the Goods unless caused by HERLA's negligence or wilful misconduct.

7. PROHIBITED AND DANGEROUS GOODS

7.1 The Customer must disclose in writing before delivery any Goods which are dangerous, hazardous, flammable, explosive, toxic, corrosive, environmentally hazardous, controlled, regulated or otherwise subject to special storage or handling requirements.

7.2 HERLA shall have no obligation to accept such Goods unless HERLA has expressly agreed to do so in writing.

7.3 The Customer warrants that all dangerous or regulated Goods shall be properly packaged, marked, labelled and documented and shall comply with all applicable legislation.

7.4 If Goods are discovered to be dangerous, prohibited or improperly declared, HERLA may immediately:

- a. suspend handling of the Goods;
- b. require the Customer to remove them;
- c. arrange for their safe removal or disposal; and/or
- d. take any other reasonable action necessary to protect people, property and the environment.

7.5 The Customer shall indemnify HERLA against all reasonable costs, losses, liabilities, penalties, claims and expenses arising from the Customer's failure to disclose or correctly declare such Goods.

8. OWNERSHIP OF GOODS

8.1 The Customer warrants that it is the legal owner of the Goods or is properly authorised by the owner to place the Goods with HERLA.

8.2 The Customer shall not deliver Goods to HERLA which are subject to any mortgage, charge, lien, retention of title claim or other third-party interest unless such interest has been disclosed to HERLA in writing.

8.3 The Customer shall remain responsible for all matters relating to title to the Goods.

8.4 Nothing in these Terms and Conditions transfers ownership of the Goods to HERLA except where Goods are lawfully sold by HERLA pursuant to its rights under these Terms and Conditions or applicable law.

9. STOCK MANAGEMENT AND INVENTORY

9.1 HERLA will maintain stock records using the information and systems agreed with the Customer.

9.2 The Customer is responsible for providing accurate product master data and stock information.

9.3 HERLA may carry out periodic stock checks or counts as part of its normal operations.

9.4 Full or partial stock counts requested by the Customer outside HERLA's normal operating procedures may be chargeable.

9.5 Where a stock discrepancy is identified, HERLA and the Customer shall reasonably investigate the discrepancy using available records.

9.6 HERLA shall not be responsible for discrepancies caused by inaccurate Customer information, incorrect product identification, unreported customer activity or errors in information supplied by the Customer.

10. ORDER PROCESSING, PICKING AND PACKING

10.1 The Customer shall provide orders in the format and by the method agreed with HERLA.

10.2 HERLA shall process orders in accordance with the agreed operating procedure and available capacity.

10.3 Orders received after an agreed cut-off time may be processed on the following Business Day.

10.4 HERLA shall not be responsible for delays arising from:

- a. incomplete or inaccurate orders;
- b. stock shortages;
- c. system failures outside HERLA's reasonable control;
- d. carrier delays;
- e. incorrect delivery addresses; or
- f. other circumstances outside HERLA's reasonable control.

10.5 Additional packing materials, special packaging, bespoke labelling, rework or other value-added services shall be charged separately unless expressly included within the agreed Charges.

11. TRANSPORT AND DISTRIBUTION

11.1 Where HERLA arranges or undertakes transportation of Goods, the applicable transport terms shall apply in addition to these Terms and Conditions.

11.2 Where appropriate, UK domestic road transport may be undertaken subject to the applicable current RHA Conditions of Carriage.

11.3 Where international carriage applies, the applicable international carriage convention or trading conditions may apply.

11.4 Where HERLA uses a third-party carrier, HERLA may contract with that carrier on the Customer's behalf or as part of HERLA's own service provision.

11.5 HERLA shall not be liable for delays caused by carriers, traffic, weather, vehicle breakdown, road restrictions or other circumstances beyond HERLA's reasonable control, except to the extent that liability cannot lawfully be excluded.

11.6 Delivery instructions must be accurate and complete.

11.7 Additional charges resulting from failed delivery, incorrect addresses, re-delivery, waiting time, vehicle detention, restricted access, failed collection or similar circumstances may be charged to the Customer.

12. PALLETS, PACKAGING AND EQUIPMENT

12.1 Unless otherwise agreed, pallets, cages, containers, packaging and other handling equipment supplied by the Customer remain the Customer's property.

12.2 The Customer is responsible for ensuring that pallets and packaging supplied are suitable for the Goods and safe for handling.

12.3 HERLA may charge for pallets, packaging materials or handling equipment supplied by HERLA.

12.4 HERLA may dispose of damaged, unsuitable or abandoned packaging where reasonably necessary, with the cost charged to the Customer.

13. CUSTOMER RESPONSIBILITIES

The Customer shall:

- a. provide accurate information;
- b. provide suitable packaging and labelling;
- c. ensure Goods comply with applicable legislation;
- d. provide all necessary licences, permits and documentation;
- e. ensure Goods are safe to handle and store;
- f. notify HERLA of special requirements;
- g. pay all Charges when due;
- h. maintain appropriate insurance cover for the Goods; and
- i. comply with reasonable Warehouse operating procedures.

14. HERLA'S RESPONSIBILITIES

HERLA shall provide the Services with reasonable care and skill and shall take reasonable steps to protect Goods whilst they are under its physical control.

HERLA does not provide insurance for the Customer's Goods unless expressly agreed in writing.

15. CUSTOMER INSURANCE

15.1 The Customer is responsible for arranging adequate insurance covering the full replacement or commercial value of its Goods.

15.2 The Customer should maintain appropriate insurance covering:

- a. fire;
- b. theft;
- c. accidental damage;
- d. water damage;
- e. consequential loss;
- f. business interruption; and
- g. any other risks appropriate to the Customer's Goods.

15.3 The Customer acknowledges that HERLA's liability under these Terms and Conditions may be substantially lower than the full value of the Goods.

15.4 The Customer should seek independent insurance advice where required.

16. LIABILITY

16.1 HERLA shall be responsible for loss of or physical damage to Goods only to the extent that such loss or damage is caused by HERLA's negligence, wilful misconduct or breach of contract, subject always to the limitations and exclusions contained in these Terms and Conditions.

16.2 HERLA shall not be liable for loss or damage resulting from:

- a. inherent defect or deterioration;
- b. inadequate or unsuitable packaging;

- c. inadequate labelling;
- d. inaccurate information supplied by the Customer;
- e. the Customer's instructions;
- f. the acts or omissions of the owner of the Goods;
- g. concealed damage;
- h. normal wear and tear;
- i. natural loss or shrinkage;
- j. force majeure; or
- k. any other cause beyond HERLA's reasonable control.

16.3 Subject to clause 16.5, HERLA's liability for loss of or damage to Goods shall be limited to the applicable liability limit stated in the quotation or Contract.

16.4 Where no specific liability limit has been agreed, HERLA's liability shall be limited to the amount recoverable under the applicable recognised industry conditions governing the relevant Service, where such conditions have been incorporated into the Contract.

16.5 Nothing in these Terms and Conditions shall exclude or limit liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation;
- c. any liability which cannot legally be excluded or limited; or
- d. wilful misconduct where such exclusion would be unlawful.

16.6 Subject to clause 16.5, HERLA shall not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings or business interruption.

16.7 The Customer acknowledges that consequential losses can substantially exceed the value of the Services and that it should maintain appropriate insurance against such losses.

17. LIABILITY LIMITS FOR ENHANCED COVER

17.1 HERLA may, at its discretion, agree enhanced liability limits for particular Goods or Services.

17.2 Any enhanced liability must be expressly agreed in writing before the Goods are accepted.

17.3 HERLA may charge an additional fee for enhanced liability.

17.4 Unless expressly agreed otherwise, payment for enhanced liability does not constitute insurance of the Goods.

18. CLAIMS

18.1 The Customer shall notify HERLA promptly of any suspected loss, damage, shortage or discrepancy.

18.2 Claims should be submitted in writing and include all relevant supporting evidence.

18.3 The Customer shall provide reasonable access to records, photographs, delivery documentation and other information required to investigate a claim.

18.4 Failure to notify HERLA promptly may prejudice its ability to investigate a claim.

18.5 Nothing in this clause removes any statutory limitation period which cannot lawfully be excluded.

19. CHARGES

19.1 Charges shall be those stated in the applicable quotation, tariff or other written agreement.

19.2 HERLA may charge separately for additional work not included within the agreed Services.

19.3 Additional Charges may include, without limitation:

- a. waiting time;
- b. vehicle detention;
- c. failed collections or deliveries;
- d. re-delivery;

- e. special handling;
- f. additional storage;
- g. stock counts;
- h. repacking;
- i. relabelling;
- j. disposal;
- k. urgent or out-of-hours work;
- l. additional labour;
- m. pallets and packaging; and
- n. carrier or third-party charges.

19.4 HERLA may review its Charges periodically to reflect changes in labour, rent, utilities, insurance, transport, fuel, statutory requirements or other operating costs.

20. PAYMENT

20.1 Unless otherwise agreed, invoices are payable within 7 days of the invoice date.

20.2 HERLA may require payment in advance, a deposit, credit limit or other payment security where it reasonably considers this necessary.

20.3 If an invoice remains unpaid after its due date, HERLA may:

- a. suspend Services;
- b. refuse further inbound or outbound movements;
- c. restrict access to Goods;
- d. require payment in advance; and/or
- e. exercise any lien or other rights available to it.

20.4 HERLA may charge statutory interest and compensation on overdue commercial debts in accordance with applicable legislation.

20.5 The Customer shall not withhold or set off payment against an invoice unless expressly agreed by HERLA in writing or permitted by law.

21. LIEN

21.1 To the fullest extent permitted by law, HERLA shall have a general and particular lien over all Goods and documents relating to Goods in its possession or control for all sums owed by the Customer to HERLA, whether or not those sums relate directly to the Goods concerned.

21.2 If any amount remains overdue, HERLA may retain possession of Goods until all outstanding amounts are paid.

21.3 If outstanding sums remain unpaid after reasonable notice, HERLA may, to the extent permitted by law, sell or otherwise dispose of Goods subject to its lien and apply the proceeds towards sums owed to HERLA.

21.4 The Customer shall indemnify HERLA against reasonable costs incurred in exercising its lien rights.

22. FAILURE TO COLLECT OR REMOVE GOODS

22.1 Where the Contract ends or the Customer is required to remove Goods, the Customer shall remove all Goods within the period specified by HERLA.

22.2 If Goods are not removed within the required period, HERLA may charge continued storage at its prevailing rates.

22.3 If Goods remain uncollected for an unreasonable period, HERLA may give the Customer written notice requiring their removal.

22.4 If the Customer fails to remove the Goods following such notice, HERLA may take any lawful action available to it, including arranging removal, sale or disposal of the Goods.

22.5 The Customer shall remain liable for all Charges incurred until the Goods are removed or otherwise lawfully disposed of.

23. INDEMNITY

23.1 The Customer shall indemnify HERLA against reasonable losses, claims, costs, liabilities and expenses arising from:

- a. breach of these Terms and Conditions by the Customer;
- b. inaccurate information supplied by the Customer;
- c. unsafe or defective Goods;
- d. prohibited or incorrectly declared Goods;
- e. infringement of third-party intellectual property rights relating to the Goods;
- f. the Customer's failure to comply with applicable laws;
- g. claims made by the owner of Goods where the Customer is not the owner; or
- h. any negligent or unlawful act or omission by the Customer.

23.2 This indemnity shall not apply to the extent that the relevant loss is caused by HERLA's negligence or wilful misconduct.

24. FORCE MAJEURE

24.1 HERLA shall not be liable for failure or delay in performing the Services where such failure or delay results from circumstances beyond its reasonable control.

24.2 Such circumstances may include:

- a. fire;
- b. flood;
- c. severe weather;
- d. epidemic or pandemic;
- e. industrial action;
- f. power failure;
- g. cyber incident;
- h. failure of telecommunications or IT systems;
- i. transport disruption;
- j. government action;
- k. war or terrorism;
- l. civil disturbance;
- m. shortage of labour;
- n. shortage of fuel; or
- o. failure of suppliers or subcontractors.

24.3 HERLA shall take reasonable steps to mitigate the effects of such circumstances.

25. SUBCONTRACTING

25.1 HERLA may subcontract or outsource any part of the Services where reasonably necessary.

25.2 HERLA shall remain responsible for the Services to the extent required by the Contract and applicable law.

25.3 Where third-party transport, warehousing or specialist services are used, the relevant subcontractor's applicable terms may also apply.

26. ACCESS TO HERLA PREMISES

26.1 Customer access to the Warehouse is subject to HERLA's reasonable security and health and safety procedures.

26.2 Customers and their representatives must comply with all site rules and reasonable instructions.

26.3 HERLA may refuse access where it reasonably considers that access would create a safety, security or operational risk.

27. DATA PROTECTION

27.1 Each party shall comply with applicable UK data protection legislation.

27.2 Where HERLA processes personal data on behalf of the Customer, the parties shall comply with applicable data protection requirements relating to processor/controller arrangements.

27.3 The Customer shall ensure that it has all necessary rights and permissions to provide personal data to HERLA for the purpose of providing the Services.

27.4 HERLA may process personal data for the purposes of administering customer accounts, providing Services, communicating with Customers, arranging deliveries, processing payments and complying with legal obligations.

28. CONFIDENTIALITY

28.1 Each party shall keep confidential information received from the other party which is reasonably understood to be confidential.

28.2 This obligation shall not apply to information which:

- a. is publicly available;
- b. was already lawfully known;
- c. is independently developed; or
- d. must be disclosed by law or a competent authority.

28.3 The confidentiality obligations shall survive termination of the Contract.

29. INTELLECTUAL PROPERTY

29.1 Each party shall retain ownership of its intellectual property.

29.2 The Customer grants HERLA a non-exclusive licence to use Customer trademarks, product information, images, labels and other materials solely to the extent necessary to provide the Services.

29.3 The Customer warrants that such use will not infringe third-party rights.

30. TERMINATION

30.1 Either party may terminate an ongoing Contract by giving the notice period specified in the quotation or service agreement.

30.2 HERLA may terminate or suspend the Contract immediately where:

- a. the Customer commits a material breach;
- b. the Customer fails to pay sums when due;
- c. the Customer becomes insolvent or ceases trading;
- d. the Customer provides materially inaccurate information;
- e. the Goods create a serious safety or legal risk; or
- f. continued provision of the Services would expose HERLA to unacceptable risk.

30.3 Termination shall not affect rights or liabilities accrued before termination.

30.4 Upon termination, the Customer shall promptly pay all outstanding Charges and remove its Goods.

31. REVIEW OF CONTRACTED SERVICES

31.1 HERLA may review the Customer's operational requirements where actual volumes or activity differ materially from those originally used to calculate the Charges.

31.2 Where there is a material change in:

- a. pallet volumes;
- b. order volumes;
- c. SKU numbers;
- d. product dimensions;
- e. storage requirements;
- f. inbound or outbound activity; or

g. labour requirements,

HERLA may propose revised Charges.

31.3 Revised Charges shall be agreed with the Customer before implementation where reasonably practicable.

32. COMPLIANCE WITH LAW

32.1 Each party shall comply with all laws and regulations applicable to its obligations under the Contract.

32.2 The Customer shall ensure that Goods comply with all applicable UK product safety, customs, labelling, environmental, transport, packaging and other regulatory requirements.

32.3 HERLA may refuse to handle Goods where it reasonably believes that doing so would breach applicable law.

33. NOTICES

33.1 Notices under these Terms and Conditions shall be provided in writing by email or post to the contact details notified by the relevant party.

33.2 Notices relating to claims, termination, material breach or legal proceedings should be clearly identified as such.

34. ASSIGNMENT

34.1 The Customer shall not assign, transfer or subcontract its rights or obligations under the Contract without HERLA's prior written consent.

34.2 HERLA may assign or transfer the Contract as part of a sale, restructuring or transfer of its business provided that the Customer's contractual rights are not materially prejudiced.

35. SEVERANCE

If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable, that provision shall be modified or removed to the minimum extent necessary and the remaining provisions shall continue in full force and effect.

36. ENTIRE AGREEMENT

36.1 These Terms and Conditions, together with any quotation, service schedule and other document expressly incorporated into the Contract, constitute the entire agreement between HERLA and the Customer relating to the Services.

36.2 The Customer acknowledges that it has not relied upon any statement or representation not expressly contained in the Contract, except where such exclusion would be unlawful.

37. THIRD-PARTY RIGHTS

Unless expressly stated otherwise, a person who is not a party to the Contract shall have no right to enforce any provision of the Contract under the Contracts (Rights of Third Parties) Act 1999.

38. GOVERNING LAW AND JURISDICTION

38.1 These Terms and Conditions and any Contract between HERLA and the Customer shall be governed by the laws of England and Wales.

38.2 The parties shall attempt in good faith to resolve any dispute through reasonable commercial discussion.

38.3 Subject to any mandatory statutory rights, the courts of England and Wales shall have exclusive jurisdiction in relation to disputes arising from the Contract.

39. INDUSTRY STANDARD TERMS

39.1 Where specifically stated in the quotation, service agreement or other written confirmation, particular Services may additionally be subject to recognised industry standard terms applicable to those Services.

39.2 Such terms may include, where applicable:

- a. Road Haulage Association Conditions of Carriage;
- b. recognised warehousing conditions;
- c. CMR terms for applicable international road carriage; and/or
- d. other recognised logistics industry terms.

39.3 Where such terms are incorporated into a Contract, they shall apply to the relevant Services and shall prevail to the extent of any inconsistency with these Terms and Conditions.

39.4 Nothing in this clause shall be interpreted as HERLA claiming membership of or rights to use any proprietary industry terms where it is not entitled to do so.

40. CUSTOMER ACCEPTANCE

By instructing HERLA to provide Services, delivering Goods to HERLA, accepting a quotation or continuing to use the Services, the Customer confirms that it has read, understood and accepted these Terms and Conditions.

IMPORTANT CUSTOMER INFORMATION

Customers should ensure that they maintain adequate insurance for the full value of their Goods while those Goods are stored, handled or transported.

HERLA's contractual liability may be limited and may not correspond to the full commercial value of the Goods.

Customers should obtain independent legal and insurance advice where appropriate.

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