

COMMON CONDITIONS OF STORAGE

1. West Twin Silos Ltd is a sub-contractor of the Companies listed in clause 2 below for, inter alia, the collection of stevedoring and silo charges (the "Sub-contractor").
2. These conditions apply to all goods stored by Barnett Silos Ltd, Halls Silos Ltd, Clarendon Silos Ltd, and Barnett Silos Ltd and Halls Silos Ltd as tenants in common (the "Companies").
3. For the purpose of these conditions all silos, stores and premises used by the Companies for the storage of goods, including West Twin Silo, Barnett's Silo, Hall's Belfast Silo, any space made available by Belfast Harbour Commissioners and used by the Companies, and any other stores, silos or premises used at any time by the Companies for the storage of goods are 9. deemed to form one storage unit and are in these conditions referred to as the "Premises".
4. The Companies may store goods belonging to more than one owner together in bulk without separation and an owner's goods 10. will not normally be separated unless the Companies are or the Sub-contractor is expressly instructed in writing to do so and charges have been agreed. The Companies have the right to treat an owner's goods which have not been so separated as an unidentifiable part of the total of such goods in the Premises and to make deliveries to an owner from any part of the total of such goods. Where goods have not been so separated and the Companies are or the Sub-contractor is unable to identify them with a specific owner or owners, the Companies or the Subcontractor have the right to treat the owners of the total of such goods in the Premises as the pro rata owners of such goods.
5. The risk of loss or damage to or deterioration of goods stored by the Companies from whatever cause arising shall be borne by the owner and not the Companies nor the Sub-contractor and without prejudice to the generality of the foregoing neither the Companies nor the Sub-contractor shall have any liability to the owner for or in respect of any injury, loss, damage or expense in any way arising either directly or indirectly, including, without limitation:
 - 5.1 Inherent vice of any kind, including vermin, moths, weevils, 12. worms or other animals insects or pests;
 - 5.2 Heating or any other process of deterioration arising from natural or other causes;
 - 5.3 Fire (or efforts to extinguish fire), explosion, storm, tempest, air craft and any articles dropped therefrom, riot or civil 13. commotion, malicious damage, war usurped power or the acts of the Queen's enemies, failure of electric current or power supply or latent defects of buildings;
 - 5.4 Flooding, burst pipes, water or dampness, save where same arises from a lack of repair of any of the Premises, the repair of which is the responsibility of the Companies; 14.
 - 5.5 Theft or pilferage, otherwise than as a result of any of the Companies or the Sub-contractor failing to take the customary precautions;
 - 5.6 Any delay in the reception, transmission or delivery of goods; 15. 5.7 Scarcity, limitation or withdrawal of labour, combinations, lockouts, strikes or trade disputes; or
- 5.8 Salmonella or other biological vice of any kind.
6. No liability (except in respect of negligence on the part of the Companies or the Sub-contractor, resulting in death or personal injury) is accepted for damage or loss of any kind whether caused by negligence or otherwise.
7. Neither the Companies nor the Sub-contractor shall be liable under any circumstances for any consequential or indirect loss

or damage caused or arising by reason of its inability to store the goods due to circumstances beyond its control or fault, failure or defect in any goods stored or by reason of the same not being of the quantity, quality or fitness for the purpose for which they were ordered or in any other manner arising.

Without prejudice to the Companies' or the Sub-contractor's other rights hereunder, the total liability for any one claim or for the total of all claims arising from any one act or default of any of the Companies or the Sub- contractor, whether arising from negligence or otherwise, shall not in any event exceed the net invoiced value of the goods in question.

Nothing contained in these Conditions shall operate to exclude or restrict the liability of the Companies or the Sub-contractor for death or personal injury caused by the Companies' or the Subcontractor's negligence or fraudulent misrepresentation.

The Companies may require the removal of goods from the Premises by notice (verbal or written) given to the owner. Where such goods are not removed within the period specified in the notice, the Companies may at the risk and expense of the owner treat or dispose of the goods in such a manner as they in their absolute discretion consider desirable or remove the goods at the risk and expense of the owner to any place selected by them. Where in the opinion of the Companies such treatment, disposal or removal is an urgent necessity, the Companies may undertake such treatment, disposal or removal at the risk and expense of the owner without prior notice to the owner.

The Companies have and will exercise a general lien on all goods at any time in the Premises for all charges due in respect thereof and also for all other charges and sums due of whatsoever kind by the owner to the Companies at such time. The owner hereby acknowledges that any sale of the goods stored by the Companies, whilst still in the possession of the Companies, shall be a sale subject to this general lien in respect of all charges outstanding to the Companies from the owner of whatsoever kind.

The Companies and the Sub-contractor shall have no liability in respect of the insurance of goods stored in the Premises whether against fire or any other risk and the owner should make such arrangements for insurance as the owner shall consider necessary.

Each of the provisions of these Conditions shall be severable and distinct from the other and if any or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

These Conditions and all contracts between the Companies and the owner of the goods shall be governed and construed in accordance with Northern Irish law and the owner of the goods hereby submits to the non-exclusive jurisdiction of the Northern Irish Courts.

We will process any personal data you provide to us in accordance with our obligations under the GDPR. For more information, please see our Privacy Policy www.wrbarnett.com/privacy-policies.html