

STANDARD TERMS AND CONDITIONS OF SERVICE

Please read these terms & conditions ("T&C") carefully. By agreeing to use the services of Derry Bros Shipping Limited and its affiliated entities (hereinafter referred to as the "Company"). The Customer signifies its agreement to these terms and conditions and their application to all services provided by the Company. If you are acting on behalf of an entity, then you represent that you have the authority to enter into this agreement on behalf of that entity. We draw your attention to clause 7.7 and you may wish to seek legal advice.

1. Definitions

"Company" is Derry Bros Shipping Limited.

"Person" includes persons or any Body or Bodies Corporate. "Owner" means the Owner of the goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them. "Customer" means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.

2. Structure of the T&C

The Company offers various services ("Services"). These T&C are divided into the following sections:

- Section A: General Conditions (clauses 3-16)
- Section B: Special conditions (clauses 17-20)

Road transports (clause 17)

Sea transports and multimodal transports (clause 18)

Rail transports (clause 19)

Other services (clause 20)

A. General Conditions

3. Scope of the application

3.1 The provisions set out and referred to in these T&C shall apply to every specific contract and order concluded with the Company for the performance of Services as undertaken by the Company, whether evidenced by the issue of a document or not.

3.2 For the avoidance of doubt, where any provision of these T&C contravenes or is inconsistent with any provisions of the CMR Convention, the Hague-Visby rules, the CIM Convention, the Codes or any other compulsory law or convention, then these T&C shall supersede and take precedence to the extent legally possible. If any part of these T&C be repugnant to compulsory legislation to any extent, such part shall as regards such business, be overridden to that extent and no further, and these T&C shall be read as subject to such legislation.

3.3 In the event of any inconsistency between the different parts of these T&C Section A of the General Agreement shall prevail over section B.

3.4 Any rights of the Company under these T&C are in addition to and shall not in any way limit or reduce any right of the Company under any applicable law or convention.

3.5 The Customer warrants that he is either the Owner or the authorised Agent of the Owner and also that he is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner.

3.6 In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner accepts these Conditions for themselves and their Agent and for any parties on whose behalf they or their Agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

3.7 Subject to Clauses 5 and 13 below, the Company shall be entitled to provide and/or procure any or all of its services as an Agent only or to provide those services as a Principal.

3.8 The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as Agent or to be provided by the Company acting as a Contracting Principal.

3.9 When acting as an Agent the Company does not make or purport to make any Contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with Third Parties so that direct contractual relationships are established between the Customer and such Third Parties.

4. Compliance with applicable laws and provision of documentation.

4.1 The Customer is responsible for and warrants its compliance with all applicable laws, conventions, rules and regulations including but not limited to the government regulations of any country to from or through which goods may be carried, handled or stored.

4.2 For the purposes of customs or other formalities, which must be completed before delivery of the goods, the Customer shall attach the necessary documents to the relevant transport document or place them at the disposal of the Company and shall furnish the Company with all the information which the Company requires. The Company has no duty to enquire into either the accuracy or the adequacy of such documents or such information. For the avoidance of doubt, the Customer is responsible for ensuring that all customs declarations, including but not limited to all Safety & Security GB Movement Reference Numbers, Import and Export movement reference numbers, Entry Summary Declarations movement reference numbers under the Import Control System 2, and any Sanitary and Phytosanitary documentation, are correctly completed, lodged and provided to the Company in a timely manner prior to shipment.

4.3 Any rights of the Company under these T&C are in addition to and shall not in any way limit or reduce any right of the Company under any applicable law or convention.

5. Insurance

5.1 No insurance on goods (Cargo, and/or "All Risks") will be effected except upon express instructions given in writing by the Customer and accepted in writing by the Company, and all insurances affected by the Company in respect of goods are effected as agents for the Customer and the Company assumes no liability whatsoever for having mediated the insurance.

6. Quotations and payments for Services

6.1 The Company's quotation is based on information of goods supplied by the Customer to the Company, or else in circumstances that are deemed by the Company as normal for the intended contract. If the circumstances do not indicate otherwise, the Company should be able to assume that goods, which have been handed over to the Company are of such a nature and such a relation between weight and volume as is normal for the type of goods in question. All rates quoted for services by the Company are subject to an annual increase in addition to fluctuation as set out in clause 6.2 below. All special rates quoted and agreed to by the Company will not carry forward from one year to another and must be renegotiated.

6.2 In the event of increase in price for bunkers, fuel and/or other hydrocarbon oils, and/or any changes in surcharges levied by shipping providers the rates for the Services may be adjusted in order to compensate the Company for increased fuel and lubricating costs as from the day of such increase. If a shipping provider levies any different charges before an invoice is raised by the Company, the Company will adjust the booking price prior to issuing its invoice to reflect such change. If however the shipping provider makes and changes to the charges after an invoice has been raised by the Company, the Company reserves the right as necessary to issue an additional supplementary invoice. Furthermore, all rates quoted are subject to ad hoc fluctuations and changes in applicable rules and regulations, including EU legislation. Any ad hoc changes will be invoiced to the Customer.

6.3 The Customer has a duty upon request, to pay the Company what is due for the contract (freight, remuneration, advance payment, expenses as may be incurred in the performance of the contract, refund of outlays, taxes, duties, VAT and imposts) against appropriate documentation.

6.4 Full payment for the Services rendered shall be deemed earned on receipt of goods by the Company and shall be paid in any event and is non-returnable even if the goods are lost. If goods have been delivered for transport, and the contract therefore cannot be wholly or partially executed as agreed, the Company has the right to receive the agreed payment for the Services less what the Company has saved by not having to execute the contract.

6.5 Even if the Company has given the Customer the right to defer payment until the arrival of goods at the destination, the Customer has nevertheless a duty, when so requested, to pay the Company what is due, if, due to circumstances beyond the Company's reasonable control, the contract cannot be performed as agreed.

6.6. The Company has the right to special payment for work rendered which is clearly necessary in addition to what has been explicitly agreed upon. The payment for such work is determined in accordance with the same principles as those applying to the Services under the specific contract.

6.7 As regards outlays and expenses in addition to those which have been expressly agreed upon and which have not been paid in advance to the Company, the Company has the right to payment for documented outlays and costs connected therewith.

7. Terms of Payment and set-off

7.1 The Customer shall pay to the Company all sums when due, immediately and without deduction, reduction or deferment on account of any claim, counterclaim or set-off.

7.2 Terms of payment for Services rendered shall be 30 days from the date of the invoice unless otherwise explicitly is agreed upon with the Customer in writing.

7.3 The Customer shall raise any query on an invoice within 7 days of the receipt of the invoice. After the expiry of this 7 day period the Customer shall not be entitled to raise any query of a particular invoice and it is mutually accepted by the Customer and the Company that the invoice is agreed. If there is any disagreement between the Customer and the Company as to the date of receipt by the Customer of the invoice, the receipt shall in all cases be considered to be received by the Customer on the date of sending marked on the face of the invoice.

7.4 Unless otherwise agreed upon in writing between the Company and the Customer, interest will accrue on all sums.

7.5 The Company will issue a monthly statement to Customers where appropriate and such statement must be reconciled by the Customer on a monthly basis with any request for copies of invoices to be made to the Company within 7 days of receipt of the monthly statement.

7.6 Should the Customer have a claim against the Company and/or the Company group, the Company may at any time set-off all amounts which may be payable by the Customer to the Company, in the Customer's claim against the Company and/or the Company Group, whether or not arising under these T&C's or specific order or other contracts with the Company or the Company Group. If the Company pursue a claim for damage to your vehicle or trailer on your behalf against a provider, resulting in compensation, we reserve the right to offset payment of any compensation sum or part thereof that has been remitted to the Company from any outstanding balance(s) due and owing from the Customer to the Company.

7.7 The Company may enter into a credit agreement with the Customer. Any Customer wishing to enter into a credit arrangement is required to complete and sign the Company's credit application form. The individual signing the Credit Application Form on behalf of an individual or on behalf of a corporate entity will be bound by these terms and conditions and the terms and conditions of the Credit Application Form and will be taken as accepting personal liability for all and any sums due and owing by that Customer to the Company.

7.8 In addition to payment for Services as per clause 7.2 hereof, the Company will pass to the Customer any ad hoc invoices it may receive from third parties in respect of the Services.

8. Lien

8.1 Notwithstanding any provision to the opposite of the CMR Convention, the Hague-Visby rules and the CIM Convention, the Company shall have a particular and a general lien on all goods and any documents relating to goods in its possession, custody or control for all sums of whatsoever kind and nature due at any time to the Company

and/or the Company Group from the Customer/Merchant in respect of such goods as well as for all other amounts due from the Customer/Merchant under other contracts or in tort, including general average contributions and remuneration and all costs and expenses of whatever nature relating to the exercising of the lien.

8.2 Should any goods be lost or destroyed, the Company has similar rights in respect of compensation payable by insurance companies, carriers or others.

8.3 Should the amount due to the Company not be paid, the Company has the right to arrange the sale, in a satisfactory manner, of as much of the goods as is required to cover the total amount due, including expenses incurred. The Company shall, if possible, inform the Customer/Merchant well in advance what the Company intends to do with regard to the sale of the goods.

8.4 The Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):-

(i) on 28 days' notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the goods, any goods which have been held by the Company for 90 days and which cannot be delivered as instructed; and

(ii) without prior notice, goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to Third Parties or to contravene any applicable laws or regulations. Such lien and liability shall remain, notwithstanding the goods have been unloaded, stored or otherwise dealt with. If on the sale of the goods the proceeds fail to realise the amount due, the Company and/or the Company Group shall be entitled to recover the difference from any of the parties included in the term Merchant.

9. Liability

9.1 Liability of the Company

9.1.1 Notwithstanding anything else contained in these T&C, the Company does not under any circumstances whatsoever and howsoever arisen, undertake liability towards its Customer or any third party for any loss of profit, loss of use, loss of revenue, loss of contracts, loss of business, loss of goodwill, increased costs and expenses, wasted expenditure or for any special, indirect or consequential losses, including but not limited to any damage to cargo arising during carriage.

9.1.2 The Company's liability is further set out in section B below, which also contain limitations of liability.

9.1.3 Any claim, not specifically limited or mentioned in Section B, including but not limited to any claim regarding delay in collection of the goods, misdelivery and delivery of the wrong goods, then the Company's liability shall be limited to (i) the amount of the carriage charges in respect of the consignment or (ii) the amount of the claimants proved loss, whichever is the lesser.

9.1.4 All limitations, exceptions and conditions herein contained as to the liability of the Company shall apply also to the liability, if any, of its agents, vessels, employees and other representatives, and also to the liability, if any, of the owners, vessels, agents, employees and other representatives of any substituted vessel.

9.2 Liability and obligations of the Customer

9.2.1 The Customer has the burden of proving that any loss or damage is caused by the Company's negligence or fault.

9.2.2 The Customer has a duty to hold the Company harmless for any damage, loss, liability, penalty or expense incurred by the Company owing to the fact that:

(a) The particulars concerning the goods are incorrect, unclear or incomplete;

(b) The goods are incorrectly packed, marked or declared, or incorrectly loaded or stowed by the Customer;

(c) The goods have such harmful properties as could not reasonably have been foreseen by the Company;

(d) The Customer has failed to lodge, or has incorrectly lodged, any

required customs or border formalities, including but not, GB Safety & Security Movement Reference Numbers, Import movement reference numbers, Export movement reference numbers, Entry Summary Declarations under ICS2, or any Sanitary and Phytosanitary declarations or certificates;

(e) The documents and/or information mentioned in clause 4.2 are absent, inadequate or irregular, regardless of whether or not this is due to any errors or omissions by the Customer

9.3 The Customer shall be liable for damage to and loss of the Company's equipment and other property, or injury to or death of any person caused by the negligence, fault or willful act of the Customer or any of its employees, servants or agents.

9.4 If the Company is liable to pay compensation for any damage to property of a third party, the Customer shall indemnify the Company for any part of such compensation, which is not proven to be caused by the negligence or fault of the Company. Further, the Customer shall indemnify the Company for any part of such compensation that the Company would not be obliged to pay if these T&C could be asserted against such third party.

9.5 Time-bar

9.5.1 Unless otherwise stipulated in Section B, any notice of claims shall be given to the Company without undue delay and legal proceedings against the Company shall be commenced within a period of 9 months otherwise the right to claim will have become lost. The time limit period runs:

a) in relation to alleged damage to goods from the day upon which the goods were delivered to the consignee;

b) in relation to alleged delay, loss of the whole consignment or other kind of loss from the time at which the goods should have been delivered or on which the delay, total loss or other loss could at the earliest have been noticed whichever is the earliest; and

c) in all other cases from the time at which the cause on which the claim is based could at the earliest have been noticed.

10 Force Majeure

10.1 The Company shall not be liable for any failure to perform any Services under any specific order where and to the extent performance is prevented or delayed by any circumstances and/or event, which the Company could not reasonably avoid and the consequences of which the Company was unable to prevent by the exercise of reasonable diligence (Force Majeure Event). The Company is not required to perform any of its obligations which are prevented or delayed by a Force Majeure Event for as long as such Force Majeure Event continues and leaves the Company unable, using all reasonable efforts, to recommence its performance.

10.2 The Company shall notify the Customer without undue delay and latest within 10 working days following the commencement of the Force Majeure Event setting out the nature and extent of the Force Majeure Event.

11 Sub-Contracting

11.1 The Company shall be entitled to sub-contract on any terms whatsoever, the whole or any part of the Services and, to avoid any doubt, any and all duties whatsoever undertaken by the Company.

12 Governing Law and dispute resolution

12.1 These T&C, every contract and specific orders entered into between the Company and the Customer shall be governed by the laws of the principal place of business of the Company.

12.2 The Company and the Customer shall endeavour to settle any dispute amicably, and if necessary by mediation if so agreed by the parties. If the dispute cannot be solved amicably or by mediation and legal proceedings are deemed necessary, the dispute shall be referred to the competent court of the principal place of business of the Company.

13. Special Arrangements

13.1 Except under any special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of goods in specified circumstances, such as (but without prejudice to

the generality of this clause) against payment or against surrender of a particular document, are accepted by the Company only as Agents for the Customer.

13.2 The Company shall not be under any liability in respect of such arrangements as are referred to under sub clause 13.1 hereof save where such arrangements are made in writing.

13.3 In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to goods.

14. Severability/Survivability

In the event that the operation of any portion of terms and conditions results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the terms and conditions shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of this Agreement for any reason.

15. Non-waiver

Failure of either party to insist upon performance of any provisions of these terms and conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the provisions hereof, shall not be construed as thereafter waiving any such provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16 Miscellaneous.

16.1 If any provision of these T&C shall be found to be unenforceable but would be valid if any part of it were deleted or modified, the provision shall apply with such modifications as may be necessary to make it valid and effective.

16.2 In the event that the Customer breaches any provisions of these T&C, the Company shall be entitled to suspend or terminate forthwith any Services contract or specific order with the Customer. This is entirely without prejudice to the Company's rights to seek further recourse, remedies or compensation from or against the Customer.

16.3 The Company may at any time transfer its rights and obligations or legal relationship with the Customer to any company belonging to the Company's Group. In such an event, the Customer undertakes to co-operate to the extent necessary to effect such transfer expeditiously. The rights and obligations of the Customer may not be assigned, transferred or encumbered without the prior written consent of the Company.

16.4 The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

16.5 The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated Companies. In the absence of agreement to the contrary any Contract to which these Conditions apply is made by the Company on its own behalf and also as Agent for and on behalf of any such parent, subsidiary, or associated Company, and any such Company shall be entitled to the benefit of these Conditions.

B. SPECIAL CONDITIONS

17 Road Transport

17.1 CMR Convention

17.1.1 In case the Company undertake international and national road transports or performs such international road transports as part of a logistical service, the CMR Convention shall be applicable in addition to this General Agreement.

17.1.2 The Customer shall pay particular attention to the following clauses in the CMR Convention:

- For loss of damage to the goods the Company's liability is limited to 8.33 SDR per kg gross weight of the part of the goods which has been lost or damaged (art 23.3).

- Compensation for delay shall never exceed the amount of the freight (art 23.5).
- If the Customer takes delivery of the goods without duly checking their condition with the Company or without sending the Company reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within 7 days of delivery in the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie evidence that the Customer has received the goods in the condition described in the consignment note. Furthermore, no compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the Company, within 21 days from the time that the goods were placed at the disposal of the Customer (art. 30);
- Legal proceedings against the Company shall be commenced within a period of 1 year, otherwise the right to claim will be statute barred.

18 Sea transport and Multimodal Transports

18.1 Quotation and Booking Portal

The Company shall in no circumstances whatsoever and howsoever be liable for any direct, indirect or consequential loss including but not limited to any arising loss of profit, loss of use, loss of revenue, loss of contracts, loss of business, loss of goodwill, increased costs and expenses, wasted expenditure or for any special, indirect or consequential losses caused by or arising under and/or all of the usage of the Quotation and Booking Portal.

18.2 Sea Transport

- The Company shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay for sea transports. Without prejudice to the foregoing, if the Company should nevertheless be held legally liable for any such delay, the Company's liability shall be limited to the freight for the transport or to the value of the goods as declared by the shipper of the goods at the time of shipment, whichever is the lower.
- If loss or damage to the goods is apparent then notice of loss of or damage to the goods and the general nature of it must be given in writing to the Company at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to take delivery thereof, or, if the loss or damage is not apparent, within 3 consecutive days thereafter, failing which the removal of the goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by the Company of the goods in the same condition as received by the Company.
- All liability whatsoever of the Company shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods should have been delivered.

18.3 Multimodal Transport

18.3.1 Where the stage of the carriage during which the loss occurred is not known:

- The Company shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Company should nevertheless be held legally liable for any such delay, the Company's liability shall be limited to the freight for the transport or to the value of the goods as declared by the shipper on carriage, whichever is the lower.
- If loss or damage to the goods is apparent then notice of loss of or damage to the goods and the general nature of it must be given in writing to the Company at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to take delivery thereof, or, if the loss or damage is not apparent, within 3 consecutive days thereafter, failing which the removal of the goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by the Company of the goods in the same condition as received by the Company.

- All liability whatsoever of the Company shall cease unless suit is brought within 9 months after delivery of the goods or the date when the goods should have been delivered.

18.3.2 Where the stage of the carriage during which the loss occurred is known, then, subject to the specific conditions outlined in these T & C, the liability of the Company – shall be determined in accordance with the provisions contained in any international convention or national law which provisions cannot be departed from and would have applied if a separate and direct contract has been made with the Company in respect of the particular stage of transport where the loss or damage occurred.

19 Rail Transport

19.1 CIM Convention

19.1.1 In case the Company undertakes international rail transports or performs international rail transports as part of a logistic service, the CIM Convention shall be applicable in addition to this General Agreement. For national rail transport the CIM Convention only applies to the extent permitted by national law. The Customer shall pay attention to the following clauses in the CIM Convention.

- For loss of or damage to the goods the Company's liability limited to 17 SDR per kg gross weight of the part of the goods which has been lost stolen or damaged (art. 30 and art. 32).
- Compensation for delay shall never exceed four times the amount of the freight (art. 33) and in no event more than what would have been paid if the goods were lost.
- Acceptance of the goods by the person entitled shall extinguish all rights of action against the Company arising from the contract of carriage. Nevertheless, the right of action shall not be extinguished in case of loss or damage which is not apparent, provided that the Customer gives notice immediately after discovery of the loss or damage and not later than 7 days after acceptance of the goods. In case of delay the Customer has to give notice of the late delivery within 60 days (art 47).
- Legal proceedings against the Company shall be commenced within a period of 1 year, otherwise the right to claim will become time-barred (art. 48).

19.2 Notwithstanding clause 16.1 above, the following condition shall apply in addition to the CIM Convention and national law and in case of conflict or ambiguity between the below provision and the provisions in the CIM Convention and national law, the provision in clause 19.2.1 shall prevail.

19.2.1 In case the Company undertakes national rail transports and international rail transports between a non-member state and a member state, the Company shall in no circumstances whatsoever and howsoever arising be liable for loss or damage caused by delay, unless otherwise agreed in a specific contract.

20 Other Services

20.1 In case the Company undertakes the performance of other Services, such as but not limited to logistics management, assistance with documents for export and import, collection of "cash on delivery" charges and Excise and Import Duties, other assistance concerning the payment for the goods and advice in matters of transport and distribution, the Company shall, unless otherwise stipulated above (clauses 14-17) or regulated within any international convention or compulsorily legislation, be liable to pay damages subject to the rules of damages in tort and contract under the governing law of these T&C.

20.2 Notwithstanding the above, the Company's liability shall not in any event exceed (i) the amount payable by the Customer for the service to which the damage or loss relates, or (ii) SDR 50,000 per specific order, whichever is the lesser.

21 Data Protection

For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our Data Protection Notice. (Available on request). Please note that we will retain any credit card details you provide to us for the purposes of a booking until that booking has been paid for in full in cleared funds (to

include payment in cleared funds for any additional payments that may arise due to an amendment to such booking).

We may share records and exchange data about you with other companies in our group (including the nature of your transactions). We will only do this where we have a lawful basis for doing so, for example, fulfilment of a contract or legitimate interests.

The General Data Protection Regulation impose obligations on Derry Bros Shipping Limited to keep personal data up to date. To help us comply with this obligation, you should notify us of your details by emailing bookings@derrybros.com or by calling us on +44 (0) 28 8778 4949.

22 Autocharge Service

22.1 Terms and conditions

- Autocharge is a secure card storage solution, which enables the Company to store and reuse customer card details for a fixed or variable amount that does not occur on a scheduled or regularly occurring transaction date, known as Unscheduled Credential on File UCOF). Under these terms you as a cardholder provide your consent via the initial Cardholder Initiated Transaction (CIT) for the Company to initiate one or more future transaction which are not initiated by the cardholder, known as Merchant Initiated Transactions (MIT). Your card data is stored securely by our Merchant Services provider on their servers. This enables us to offer you a more seamless and secure service and means our staff don't have visibility of your card numbers, ensuring full PCI and GDPR compliance.
- When instructed by you, the Company will use the Autocharge plan to apply a new charge to your card and this will be immediately communicated to you via email and SMS each time a charge is made
- We will retain our record of your agreement for the duration of this plan so that it can be provided to the issuer upon request. We will notify you in the event of any change to this agreement. If you cancel the Autocharge plan both you and we will be notified by Email and/or SMS.

22.2 Cardholder Initiated Transaction

- The Company will send you a payment request message (via email and/or SMS) for the required amount. The first payment can only be made once you check the Autocharge box. In doing so you are accepting these Terms and Conditions.
- Upon completion of the first Autocharge payment you will receive a receipt confirming the amount which has been charged, the purpose of the payment and mandatory reference data, should you need to query the payment.
- The Autocharge receipt contains the link to a page which enables you to update or revoke your ongoing authority for future payments. You can withdraw your authority at any time using this link, which will send a notification email to the Merchant to let them know that you have withdrawn consent and an email to you confirming it's withdrawal.
- Should you wish to query a charge or ask us to remove your authority to charge your card, you can contact us on +44 (0) 2887784949 or email accounts@derrybros.com.

22.3 Merchant Initiated Transactions

- When you contact us to request additional service, we will access your Autocharge record and apply a new charge to your card. You will receive an email or SMS receipt to inform you that this new charge has been applied.
- The payment receipt email or SMS will contain a link to view details of each transaction and give you the option to update your card details and if required, to revoke your authorisation for future payments.