

COMMERCIAL TERMS AND CONDITIONS

VECTOR FREIGHT LIMITED

Registered in England & Wales No:
Effective Date:

03422583
01/10/2026

1. APPLICATION OF THESE CONDITIONS

These Conditions apply to all commercial dealings between Vector Freight Limited ("The Company") and its customers and partners, including the provision of freight forwarding, logistics and related services. They regulate the commercial terms of the parties' relationship and are separate from, and supplementary to, any Conditions of Carriage or trading conditions governing the transportation of goods.

2. DEFINITIONS

"Company" means Vector Freight Limited.

"Customer" means any person, business, importer, exporter, consignee or consignor instructing the Company.

"Goods" means cargo, products, articles, containers, packaging or property handled under these Conditions.

"Services" means all freight forwarding, transport, customs, logistics, warehousing and ancillary services provided by the Company.

"Carrier" means any shipping line, airline, road haulier, railway operator, courier, warehouse operator or subcontractor used by the Company.

3. COMPANY'S ROLE

3.1 Unless otherwise agreed in writing, the Company acts as a freight forwarder and agent arranging transport and related services on behalf of Customers.

3.2 The Company may engage subcontractors, agents, carriers and warehouse operators without notice to the Customer.

3.3 The Company shall have complete discretion regarding the means, route and procedure used in relation to the Goods.

3.4 Transit times and delivery schedules are estimates only and are not guaranteed.

4. CUSTOMER DUE DILIGENCE AND CREDIT ASSESSMENT

The Company reserves the right, at its sole discretion, to undertake such due diligence investigations and verification checks as it deems necessary prior to accepting any individual, business, partnership, or corporate entity as a customer.

As part of this process, the Company may obtain and review information relating to the prospective customer's identity, business activities, financial standing, payment history, creditworthiness, and credit rating from credit reference agencies, commercial information providers, publicly available sources, trade references, and other lawful sources.

By applying for services, placing an order, opening an account, or otherwise engaging with the Company, the customer expressly consents to the Company carrying out such enquiries and obtaining, processing, and retaining relevant information for the purposes of assessing the customer's suitability for credit facilities, managing commercial risk, preventing fraud, complying with legal obligations, and administering the Company's business relationship with the customer.

The Company reserves the right to refuse, suspend, withdraw, or limit the provision of services, credit facilities, or trading terms where, in its reasonable opinion, the results of any due diligence or credit assessment do not satisfy its internal risk criteria.

The Company may periodically review the customer's creditworthiness throughout the duration of the business relationship and reserves the right to amend or withdraw any credit facilities, payment terms, or account limits at any time based on the outcome of such reviews.

All information obtained and processed pursuant to this clause shall be handled in accordance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
this)

5. PRICE & PAYMENT TERMS

Unless otherwise agreed in writing:

5.1 All invoices are due and payable within thirty (30) days from the end of the month in which the invoice is issued

5.2 The Company reserves the right to issue invoices either prior to, during, or following the performance of Services. The timing of invoicing shall be at the sole discretion of the Company and shall not affect the Customer's obligation to pay all invoices in accordance with the agreed payment term

5.3 The Company may require payment in advance before commencing Services

5.4 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding and are non-refundable.

5.5 Interest shall accrue on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with any statutory compensation and debt recovery costs. The Company reserves the right to charge interest on overdue accounts at a rate of 8% per annum above the Bank of England base rate, calculated on a daily basis, together with any compensation and recovery costs recoverable under applicable legislation, including the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

5.6 The Company may suspend Services where invoices remain unpaid.

5.7 Any invoice credit terms are subject to assessment of the Customer's creditworthiness. The company reserves the right to amend or withdraw such credit terms, including by requiring full payment in advance, where it is not satisfied as to the Customer's creditworthiness or payment performance under the Contract.

6. QUOTATIONS

6.1 Quotations are valid for thirty (30) days unless otherwise stated.

6.2 Quotations are based upon information available at the date of issue and may be withdrawn or revised before acceptance.

6.3 All quotes are, unless otherwise stated, exclusive of any applicable sales tax and duties (including VAT), which shall be payable by the Customer to VECTOR FREIGHT in addition to and together with the Price.

6.4 Additional charges may be applied for:

- a. Demurrage;
- b. Detention;
- c. Port storage;
- d. Examination charges;
- e. Customs inspections;
- f. Fuel surcharges;
- g. Security surcharges;
- h. Currency fluctuations;
- i. Congestion surcharges;
- j. Exceptional carrier rate increases.

7. INSOLVENCY

All outstanding invoices and sums owed to the Company shall become immediately due and payable if the Customer enters administration, liquidation, bankruptcy, a voluntary arrangement with creditors, ceases trading, or becomes unable to pay its debts as they fall due.

8. DELIVERY AND TRANSIT

8.1 Delivery dates are estimates only.

8.2 The Company shall not be liable for delay arising from:

- a. Port congestion;
- b. Carrier scheduling changes;
- c. Customs examinations;
- d. Border disruption;
- e. Traffic delays;
- f. Vehicle failure or breakdown;
- g. Adverse weather;

- h. Industrial action;
- i. Regulatory intervention;
- j. Force majeure events.

8.3 Delivery shall be deemed complete when the Goods are made available at the agreed delivery point and a proof of delivery note has been signed.

9. INSURANCE

9.1 The Company is not an insurer.

9.2 Customers requiring insurance cover beyond the limits of liability provided under the RHA Conditions of Carriage must request such cover in writing prior to the commencement of the service

9.3 In the absence of such a request and acceptance by the Company, the Goods shall travel solely subject to the liability provisions contained within the RHA Conditions of Carriage.

10. DATA PROTECTION

10.1 The Company shall process personal data in accordance with the UK GDPR and Data Protection Act 2018.

10.2 The Customer authorises the Company to share relevant information with:

- a. HMRC;
- b. Border Force;
- c. Third party agents;
- d. Overseas agents;
- e. Warehouses;
- f. Regulatory authorities;

where necessary for provision of the Services.

11. ANTI-BRIBERY AND MODERN SLAVERY

The Customer shall comply with:

- a. Bribery Act 2010;
- b. Criminal Finances Act 2017;
- c. Modern Slavery Act 2015;

and any related legislation.

The Company reserves the right to terminate Services if compliance concerns arise.

12. GOVERNING LAW

12.1 These Conditions and any dispute arising from them shall be governed by the laws of England and Wales.

12.2 The courts of England and Wales shall have exclusive jurisdiction.

13. ENTIRE AGREEMENT

These Terms and Conditions, together with the Company's Conditions of Carriage (available on request), any quotation, credit agreement, service schedule, and any other document expressly incorporated by reference, constitute the entire agreement between the Company and the Customer in relation to the Services and supersede all prior discussions, correspondence, negotiations, understandings, representations, and agreements, whether written or oral.

VECTOR FREIGHT LIMITED

Registered Office: Pear Mill Industrial Estate, Unit F4 - 5th
Floor. Lower Bredbury, Stockport, SK6 2BP
Company Number: 03422583
VAT Number: 696369666
Telephone: 0161 427 4242
Email: traffic@vectorfreight.net
Website: www.vectorfreight.co.uk