

Terms and Conditions of Carriage

1. Definition

The following definitions shall apply to the terms and conditions set out below which govern this contract of carriage between you and us, its subsidiaries and contractors. You and yours "mean the sender, shipper of shipment. Holder of this consignment note, consignee, receiver and owner of the contents of the Shipment or any other party having a legal interest in those contents.

2. Your acceptance of our Terms and Conditions

By giving us your Shipment, you accept our Terms and Conditions set out in this Contract of Carriage on behalf of yourself or anyone else who has an interest in the shipment irrespective of whether you have signed the front of this consignment or not. Our Terms and Conditions also cover anyone we use to collect, transport or deliver our shipment. None of our employees or anyone else has any authority to change any of our Terms and Conditions, or make promise on our behalf

3. Definition of "shipment"

"Shipment" means all documents or parcels that travel under one airway bill. You shall certify that shipment details are complete and accurate.

4. Shipment we do not accept

- We do not accept shipment which is restricted by IATA (International Air Transportation Association) or ICAO (International Civil Aviation Organization)

- We do not accept shipment which we decide we cannot transport safely and legally.

You can get full information from our Company about shipments that we do not currently accept.

You shall certify that your shipment is not restricted by any of the above.

5. Inspection and Charging

You agree that we may open and inspect a shipment for any reason at any time. We charge according to higher or actual or volumetric weight.

6. Third party bill

You agree to pay all shipment charges, and destination duties, tax and other charges which may be incurred for this shipment if the receiver or third party does not pay.

7. Extent of our liability (Subject to condition 11 and 13)

In respect of any one shipment our liability for any loss or damage however occasioned is limited to the lowest of these three amounts.

- US\$30.00/document or US\$100.00/parcel.

- The actual amount of any loss or damage suffered by you. Or

- The actual value of shipment. This does not include any commercial value or special value to you or any other person

8. Definition of actual values

The lowest of the following amounts will be determined as at the time and place we accept the shipment

Documents

- The cost of repairing or replacing the document, or

- The cost of reconstructing the document

Parcels:

- The cost of repairing or replacing parcel, or

- The resale of fair market value of the parcel

The actual value of a parcel cannot be more than the original cost to you plus 10 percent

9. Shipment insurance (Not available for document)

We recommend that you take out shipment insurance. Who can arrange insurance for you, value as per mentioned in commercial invoice but not above US\$10,000.00 per shipment. Please be noted that our shipment insurance does not cover consequential damages, or loss or damage caused by transportation delays.

10. Claim

- Claimed letter should be submitted in writing

- We must receive your claimed letter within 30 days from the date that we have accepted your shipment.

11. Delayed shipments

We shall make all reasonable efforts to deliver your shipment according to our normal delivery schedule but these are not guaranteed and do not form part of contract. We are liable for any delays

12. Circumstances beyond our control

We shall not be liable if shipment is lost, damaged or misdelivered because of circumstances beyond our control. These include

- Act of God, such as earthquake, cyclone, storm or flood

- Force majeure, such as war, plane crash or embargo

- Any defect of characteristic to do with the nature of shipment, even if known to us when we accepted it

- Any action or omission by anyone outside us,

- The sender of the shipment

- The receiver

- An interested third party

- Customs or Government officials

- The Postal Service, other carrier or other third party who we contract to serve location that we do not serve directly. We are not liable even if the shipper/sender did not ask for or know about a third party arrangement. We are also not liable for electrical or magnetic damage to, or erasure of, electronic or photographic images or recording.

13. Consequential loss or damages

We shall not be liable for any consequential or special loss or damage (including loss of income, profit, markets, use of contents or loss of an opportunity) or other indirect loss arising from the loss, damage, delay, mis-delivery or non-delivery of your shipment even if we had knowledge that such loss or damage might arise

14. War saw Convention

If the transportation of a shipment involves an ultimate destination or stop in a country other than the country of departure, the War saw Convention may apply. The Convention governs, and in most cases furthers limits, our liability for loss or damage to such shipment.