

## GENERAL TERMS AND CONDITIONS FOR COURIER SERVICES (“GTCs”)

### 1. Definitions

The following terms and expressions shall have the following definitions for the purposes of these GTCs:

“**Agreement**” has the meaning as set out in Clause 2 below.

“**Customer**” means the individual or entity contracting with the Company, as stated in the Confirmation.

“**Company**” means the entity named in the Confirmation or the entity issuing the quotation to the Customer.

“**Confirmation**” has the meaning as set out in Clause 2 below.

“**Effective Date**” means, as the case maybe, the date on which both Parties sign the Agreement that incorporates the final quotation or the date on which the Customer accepts these GTCs by email confirmation for a specific Shipment.

“**Receiver**” means the receiver of the Shipment that is identified by the Customer in its Confirmation and/or request for quotation.

“**Service**” means an on-board courier service through the use of Couriers for the national and international air carriage of certain types of express and courier parcels and also on request, related services thereto, including the ancillary transport to and from the airport(s) involved.

“**Shipment**” means any cargo parcel that is requested to be transported as per the Confirmation of the Customer.

Each of the Company and the Customer shall be referred to herein as a “Party” and collectively as the “Parties”.

### 2. Scope

The Customer desires to receive the Services for its Shipments from the Company. Subject to the terms and conditions of the Agreement, the Company agrees to provide and the Customer agrees to pay for the Services for each Shipment as agreed and specified in the Confirmation. When the Customer requires a Service to be arranged, the Customer will contact the Company by email. Upon such request from the Customer, the Company will use reasonable endeavours to provide a quotation for such Service along with any terms and conditions applicable to the Shipment. Once the final quotation is acceptable to the Customer, the Customer will send its confirmation in writing either by accepting the quotation that incorporates these GTCs via email or the Parties may sign an agreement that incorporates the details of the final quotation and the GTCs as the case maybe (“**Confirmation**”). Such Confirmation of the final quotation and these GTC’s (as may be amended from time to time) constitutes the agreement between the Parties (“**Agreement**”). Without such Confirmation, the Company shall not be obliged to provide or the Customer shall not be obliged to receive any of the required Services.

### **3. Company's Obligations**

Company shall organize the carriage of the Shipment, as agreed through the respective Confirmation, and incorporated herein by reference, in consideration for Customer paying Company's invoice for the carriage of the Shipment and Customer's fulfilling its obligations hereunder. The Shipment will be carried by air by an independent contractor courier or their respective employees ("Courier"). Company's sole obligations to the Customer shall be to organize carriage of the Shipment from the specified pick-up address to the specified delivery address. The Customer is not obliged to make the customs clearance of the Shipment. In the event that the Customer requests Company to arrange customs clearance through self-declaration, the Company may accept or decline arranging the customs clearance of the Shipment. If accepted by Company, such customs clearance will be handled by the Courier pursuant to Clause 4(b) below and the Customer shall provide all required information/documents to Company and Company and the Courier shall not have any liability or responsibility related to such information or documents.

Company represents and warrants that the Services will be:

- a. in full compliance with the scope of work as agreed between parties;
- b. done in a competent and workmanlike manner;
- c. in conformity with the standards of care in the services industry for similar projects; and
- d. in full compliance with applicable laws.

### **4. Customer's Obligations**

The Customer:

- a) represents and ensures that the information it provides to Company shall be accurate and capable of being relied upon by Company and the Courier in performing carriage of the Shipment and, further, that such information is correct;
- b) agrees that if the Courier is required to make out a customs or other similar declaration during the course of the carriage that requires a description of the Shipment and its value, the Courier is entitled to rely upon and provide in that declaration the information provided by the Customer. In making out and submitting any such declaration, the Courier is acting solely as the Customer's representative and agent, for the Customer's own account, and is not acting on behalf of Company;
- c) shall ensure that the Shipment is properly labelled, packaged suitable for air transport by the Courier; such packaging shall take into account whether the Shipment is to be carried as carry-on luggage or checked luggage. Neither Company nor the Courier shall be required to package or repackage the Shipment for carriage. Company shall be entitled to reject the Shipment and return it to the Customer if, in Company's or air carrier's or Courier's opinion, it is not suitably packaged for carriage;
- d) shall comply with and shall ensure that the Shipment complies with all industry customs and standards, including without limitation the applicable regulations of International Air Transport Association (IATA), International Civil Aviation Organization (ICAO), all applicable laws and regulations of any country or state to, from or over which the Shipment may be carried, including without limitation aviation regulations, customs, police, public health, immigration, and any other laws and regulations including those relating to the carriage of dangerous or hazardous goods, live animals and security or protection against acts of terrorism; and

- e) shall at all times fully comply with all Governmental and other applicable regulatory requirements of any country to, from, through or over which the Shipment may be carried or may be otherwise applicable, relating to the labelling of the Shipment and the preparation of any documents required for the transport of the Shipment, including but not limited to documentation relating to import or export or customs clearance. The Customer shall complete and provide all such documentation prior to the carriage of the Shipment.

Any failure by the Customer to comply with any of these obligations shall be a material breach of the Agreement and entitle the Company to terminate the Agreement including the right to exercise all remedies available to it under this Agreement or in law or at equity.

## **5. Rejection of Shipment and Excluded Commodities**

- a) Company shall be entitled to reject any Shipment, terminate this Agreement and/or suspend performance of this Agreement (without any liability towards the Customer) if:
- i. the Shipment is not made available for pickup at the pickup address at the requested pickup date or time;
  - ii. the Shipment is not properly labelled or packaged suitable for air transport;
  - iii. the appearance, content or packaging of the Shipment at the time of pickup does not correspond to the description provided by the Customer, or
  - iv. after the Confirmation is given, the Customer materially modifies the information relating to the Shipment, including but not limited to a modification as to the pickup or delivery location, pickup or delivery date, or Receiver.
- b) Company will not organize carriage of any of the following commodities, which shall at all times be excluded from being part of any Shipment:
- i. any individual parcel with a weight of over 32kgs;
  - ii. any individual parcel which exceeds the total measurement of 158 cm = L+W+H, bulky parcels on request (subject to specific exceptions as may be agreed, in its discretion, by Company);
  - iii. hazardous material, dangerous goods, or prohibited or restricted articles under any applicable local laws and regulations of IATA, ICAO or any applicable Governmental regulatory body or authority including without limitation those of any civil aviation authority, customs, police, public health, or immigration authorities;
  - iv. any commodities as to which there are export controls, or for which special authorization or import licenses or permissions are required by any applicable Governmental regulatory body or authority and Company has not been furnished with proof that such controls, authorizations, licenses or permissions have been complied with or obtained by Customer;
  - v. any of the following: animals (dead or alive), foodstuffs, perishable items, plant and plant materials, bullion, currency, bearer form negotiable instruments, travelers checks, stamps, precious metals and stones, firearms and/or parts thereof and ammunition, weapons of any kind, human remains or parts, pornography, illegal drugs, tobacco, and/or any articles or parcels that Company, in its absolute discretion, considers may be identified by any applicable

- Governmental or regulatory authority as being such an item and may therefore lead to interception of or delays to the Courier;
- vi. any other commodities that may be excluded from carriage on board an aircraft by the air carrier, or the regulations or laws of any country to, from or through or over which the Shipment may be carried or may be otherwise applicable. This exclusion shall be at the sole discretion of the air carrier or applicable Governmental body or regulatory authority and Company shall not be liable to the Customer in the event of any delay, interruption in or termination of carriage or any resulting loss or damage to the Customer as a result of said exclusion, notwithstanding Company's choice of air carrier or any involvement of Company in determining the route taken for the carriage. Moreover, any such exclusion or delay shall not affect Company's right to payment pursuant to clause 10 hereof;
  - vii. any part of the Shipment in respect of which no customs declaration is made, when required by the applicable customs regulations; and
  - viii. any commodity which Company decides, in its absolute discretion, cannot be transported safely or in compliance with any applicable laws or regulations.

## **6. Inspection**

On account of regulatory, safety or security process, each of Company, the Courier, air carrier, any applicable customs agency, Governmental body or any other entity entitled by law, have the right to open, inspect and/or perform any screening of, by x-ray or otherwise, any Shipment or any parcel or part thereof, without prior notice to the Customer. The Customer acknowledges that the Shipment could not be opened without any damage and Company shall incur no liability of any kind in respect of same if such damage is occurred due to acts or omissions of the customs agency, Governmental body or any other entity entitled by law. For the purpose of clarity, except for regulatory, safety or security reasons, Company (including its Courier) has no right to open the Shipment without obtaining a prior written consent of the Customer.

## **7. Routing**

Company shall be responsible for organizing the flight and route that the Courier takes in performance of the carriage of the Shipment. The choice of airline or air carrier shall be at Company's sole discretion. Company assumes no obligation to route a Shipment via any specified aircraft or over any particular route or to make a connection at any point, according to any schedules. Should the flight that is chosen by Company be delayed or cancelled for any reason, or the Courier fails to board the said flight for any reason, Company shall make alternative arrangements for carriage on the next available flight and shall notify the Customer of the change. In order to facilitate delivery to the Receiver, Company shall be entitled to divert or change the routing of the Shipment or substitute an alternative carrier or aircraft or cause a Shipment to be transported by motor vehicle or other form of transport, (1) provided that Company has taken prior written approval (email is sufficient) from the Customer or (2) when Company does not receive the Customer's approval within five (5) minutes which shall be deemed as approved by the Customer.

## **8. Delivery and Undeliverable Shipments**

By this Agreement, Company undertakes to instruct the Courier to deliver the Shipment to the delivery address provided by the Customer. Company does not guarantee that the Shipment will be delivered to the Receiver in person by the Courier. The Parties agree that the Shipment cannot be delivered to a post office box. If the Shipment cannot, for any reason, be delivered to the said delivery address, or the said Receiver refuses to accept delivery or, in the event of a "cash on delivery" payment agreement, to pay for the Shipment, or the delivery address or the Receiver cannot be reasonably identified or located, Company shall notify the Customer and shall agree with the Customer on how to proceed. If no agreement can be reached within a reasonable time, Company shall use all reasonable efforts to return the Shipment to the Customer, which return shall be made at Customer's sole cost.

## **9. Payment terms**

In consideration for Company organization of carriage of the Shipment hereunder, the Customer agrees to pay the Company a charge or fee pursuant to this clause. A payment from the Customer to the Courier does not constitute a fulfillment of the contractual obligations under this Agreement.

Fees, levies, taxes or charges imposed by any Governmental or other authorities which are incurred by the Company or the Courier during or as a result of the performance of the services hereunder, or additional expenses incurred by the Company and borne by the Customer under the terms of this Agreement, shall be reimbursed by the Customer to the Company.

Unless otherwise agreed between the Parties in writing for a specific Shipment, all invoices rendered by Company are payable by the Customer, without any withholding, deduction, set-off or counterclaim whatsoever.

The Customer shall make the payment of the invoices immediately from the date of the invoice, unless otherwise specified in each invoice to the Customer or within the payment term if prescribed by any mandatory law.

Time for the making of all payments under this Agreement shall be of the essence. Should the Customer fail to make payment when due, interest on all outstanding amounts will be assessed and applied at the rate of applicable legal interest on overdue amounts.

## **10. Insurance**

Company's insurance does not extend to coverage for the Customer or the Shipment. Upon request, the validity and further details of this insurance can be provided to the Customer. This insurance is only at the sole discretion of Company and Company is not liable for any cargo insurance for Shipments under this Agreement, Customer is responsible for having their cargo fully insured according to the coverages and limitations preferred by them.

## **11. Liability and Indemnity**

- a) Any liability of the Company for damage, destruction, loss of or delay to the Shipment or any part or parcel thereof transported by air (including any loading, delivery or transshipment, which took place during the carriage by air), shall not exceed the amount provided for by any applicable international treaty (such as the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw October 12, 1929 (WC 1929), amended by the Protocol signed at the Hague, September 28, 1955 (WC 1955) and/or amended by the Protocol No. 4 signed

- at Montreal September 25, 1975 (WC 1975) or the Convention for the Unification of Certain Rules for International Carriage by Air – signed at Montreal, May 28 1999 (MC 1999) - (hereinafter, each a "Convention"). The Convention governs and limits the liability of the Company, the Courier and the chosen Airline with respect to loss, damage, destruction or delay to cargo and for death to or injury of passengers in International Carriage. The limitations of liability set forth by the Convention shall not apply where Shipments are carried by road or any other mode of transportation. In such event, Company's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) or any other applicable mandatory convention or applicable national transport law.
- b) Notwithstanding any other provisions of this Agreement, the Company shall not be liable to the Customer if and to the extent that the destruction, or loss of, or damage to, the Shipment resulted from one or more of the following:
    - i. inherent defect, quality or vice of that Shipment;
    - ii. defective packing of that Shipment performed;
    - iii. an act of war or an armed conflict;
    - iv. an act of public authority carried out in connection with the entry, exit or transit of the cargo.
  - c) Neither Party shall have liability to the other in respect of any lost income, profit, or loss of goodwill nor shall either Party have any liability to the other in respect of any indirect, incidental, special or consequential loss or damage (whether such loss or damage were foreseen, foreseeable, known or otherwise).
  - d) Neither Party shall be liable for failure of performance under this Agreement to the extent such performance is hindered or prevented by a force majeure event, such as Acts of God, terrorism, civil insurrection, embargoes or other acts beyond the reasonable control of a Party.
  - e) If the Customer does not comply with its obligations under this Agreement, the Customer shall be liable to the Customer.
  - f) Each Party shall indemnify the other Party from and against any liabilities, penalties, claims, proceedings, actions, damages, including but not limited to reasonable attorneys' fees and litigation costs, arising out of or relating to the Party's failure to comply with any applicable laws or regulations.
  - g) The provisions of this Clause 11 shall survive the termination or expiry of this Agreement.

## **12. Claims**

Notwithstanding any provisions of the applicable international conventions or any other applicable national laws, the parties agree that any claims made by the Customer against Company in respect of a Shipment must be made in writing and submitted within one (1) day of delivery in the case of loss or damage, within ten (10) days of the date when the Shipment should have been delivered in the case of delay and within eighteen (18) days for all other claims. The Customer must send all relevant information about the claim to the Customer within 20 days of notifying the claim and Company shall not be obliged to act on

any claim until all sums due to it under this Agreement have been paid by the Customer. Receipt of a Shipment by the Receiver without written notice of damage on a delivery receipt is prima facie evidence that the Shipment was delivered in good condition. In order to consider any claim, Company may require that the Receiver makes the contents, original shipping cartons and packaging of the Shipment available to the Company for inspection.

### **13. Confidential Information**

The Agreement and the information and details of the Shipment shall be treated as Confidential Information by each of the Parties. Each Party agrees and warrants that it will keep all Confidential Information strictly confidential and shall not, without the prior written consent of the other Party, disclose any such Confidential Information to any person or entity other than its officers, directors, affiliates (including parent company), employees, accountants, attorneys, consultants, contractors and advisors (collectively, "Representatives") who need to know the Confidential Information for the purpose of performing the obligations hereunder or otherwise rendering advice or assistance with respect to or arising from this Agreement or the obligations hereunder. Notwithstanding the foregoing, if either Party or its Representatives are legally required to disclose any Confidential Information, in connection with performing this Agreement or in any other circumstance, including but not limited to compulsion of a court or legal process, or investigation or request from a governmental or regulatory body, compliance with that legal compulsion shall be permitted and shall not be a breach of this Agreement.

### **14. Termination or cancellation**

- a) Either Party shall have the right to terminate for convenience this Agreement, upon thirty (30) days advance written notice to the other Party.
- b) Either Party may terminate this Agreement with immediate effect by giving notice in writing to the other Party if:
  - i. the other Party commits a material breach of its obligations under this Agreement (including failure to make payment on the due date by the Customer) and fails to remedy such breach within a period of fourteen (14) days after receipt of written notice indicating the nature of the breach, except for breaches that are incapable of being remedied or cured; or
  - ii. the other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up or liquidation of the other Party, or if an administrator, administrative receiver or receiver is appointed in respect to the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors, or takes or suffers any similar or analogous action in consequence of debt.
- c) The Client may cancel a Shipment, subject to payment by it of any applicable cancellation charge as levied by the Company.
- d) In the event of non-transport which is not the fault of the Company [e.g., for instances covered under Clause 5 (a)] or if the Company has to terminate the Agreement under Clause 14 b)(i) above, the Customer is required to make payment to the Company. In such cases, the Company shall be entitled to charge a minimum of 75%

of the total price originally agreed between Parties or any higher amount as may be determined by the Company. The rights of termination provided in this Clause are not exclusive of other remedies that the Company may be entitled to under the Agreement or in law or at equity.

- e) Additional rights and obligations of either Party in the event of termination of this Agreement remain unaffected.

## **15. Trade Compliance**

- a) The Parties agree that the export, import, re-export and in-country transfer of goods and / or services may be subject to restrictions under trade regulations, which include (without limitation) EU and U.S. import and export laws and regulations (“**Trade Regulations**”). Each Party warrants and represents that, in the fulfilment of its obligations under the Agreement, it will comply with all applicable Trade Regulations, as they may be amended or revised from time to time.
- b) Customer is responsible for determining whether Customer’s transactions are subject to Trade Regulations. Customer shall not engage Company to perform prohibited Services involving countries or persons subject to restrictions under Trade Regulations when the underlying transactions associated with those Services are subject to Trade Regulations. If necessary, Customer will obtain or qualify for all licenses, approvals, authorizations and / or exemptions required for compliance with Trade Regulations and provide Company with documentation of the same.
- c) Company reserves the right to suspend provision of Services without any liability in cases where the Services would violate Trade Regulations. Customer acknowledges that Company is not obligated to and will not provide Services relating to internal repression or military goods.

## **16. Miscellaneous**

- a) Governing Law and Jurisdiction. This Agreement shall be governed by and construed exclusively in accordance with the laws of the country where the Company issuing the invoice is located unless international conventions apply as explicitly stated herein and any dispute arising out of or in connection with this Agreement shall be referred to the competent court of the jurisdiction where such Company is located.
- b) Waivers. Parties agrees that any failure or delay by the other Party in exercising any right, power or privilege hereunder will not operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- c) Severability. If any provision of this Agreement, or the application of any provision to any person or circumstance, shall be held inconsistent with any present or future law, ruling, rule, policy or regulation of any court or Governmental or regulatory authority having jurisdiction over the subject matter hereof, such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule, policy or regulation and the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it shall be held inconsistent, shall not be affected thereby.



- d) Binding Effect. This Agreement shall be binding on and shall inure to the benefit of, and be enforceable by Company and the Customer and all of their successors and assigns.
- e) Entire Agreement. This Agreement and any Confirmation with respect to each Shipment made hereunder, contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, express or implied, between the Parties with respect to such subject matter.