

General Terms and Conditions of Carriage

1. Definitions

"The Carrier" means town to town courier services and its associated companies.

"Carriage" means and includes the whole of the operations and services undertaken by the Carrier in connection with the Goods.

"Client" means and includes the Sender, consignor, consignee, intermediary, holder of this consignment note, Receiver and owner of the Goods or any other party having a legal interest in the Goods.

"Sender" means the person or company ordering the Carriage.

"Duitables" means and includes any documents, parcels or freight, which are accepted by the Carrier for Carriage.

"Dangerous and Prohibited Goods" means and includes all Goods and materials, the Carriage of which is prohibited by any laws, rules and regulations applicable to the Carriage, including but not limited to dangerous and hazardous, combustible or explosive materials, as well as drugs, live or dead animals, precious metals and stones, gold and silver in any form, currency (paper or coin), material that could be considered as pornographic or discriminative or offensive or politically sensitive.

"House Air Way Bill", hereunder HAWB, means and includes this document to be both consignment note and Contract of Carriage, containing all relevant information on the Goods in this consignment.

2. Applicable Laws

2.1. the Carrier is not a common carrier and will accept no liability as such. The choice of the means, the route and the method of Carriage will be at the sole discretion of the Carrier.

2.2. Carriage hereunder is governed by the UNCTAD-ICC Rules of Multi-modal Transport Documents (Publication 481 of the International Chamber of Commerce) and is subject to the following Convention(s) compulsory applicable at the date of acceptance of the Goods by the Carrier:

2.2.1. Carriage by air is governed by the Warsaw Convention of 1929, as amended and applicable;

2.2.2. Carriage by road is governed by the Convention of the Contract for the International Carriage of Goods by Road (CMR) 1956 as amended if applicable;

2.2.3. Carriage by sea is governed by the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924 as amended by the Visby and SDR Protocols of 1968 and 1979 respectively;

2.2.4. Carriage by rail is governed by the Convention concerning International Carriage by Rail (COTIF), and Appendix B to this Convention, the Uniform Rules concerning the contract for International Carriage of Goods by Rail (CIM), Bern May 9th, 1980.

2.2.5. In Austria, AÖSp (Allgemeine Österreichische Spediteurbedingungen) are applicable.

2.3. Where none of the above Conventions apply compulsorily to the Carriage performed, such Carriage is subject to the Warsaw Convention 1929 as amended by the Hague Protocol 1955.

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3. The HAWB

shall be non-negotiable and will not give title to the Goods. All Carriage is provided subject only to these General Terms & Conditions of Carriage, which bind all Clients.

4. Freight charges

will be invoiced as indicated herein (see also front side). Invoicing may be done by town to town courier services or an associated company. However, Sender is and shall always remain responsible and liable as principal debtor/obligor for all freight charges, duties, taxes and for all other payments, expenses, fines, penalties, loss or damage incurred or suffered by the Carrier or by parties to which the Carrier may have sub-contracted this or part of this Carriage, in connection with the Goods. All other Clients are jointly and severally liable in this respect.

5. Import duties

VAT and all other related charges are payable on delivery. All other charges are payable on the date of issue of the invoice concerned. The Client is not entitled to any deduction and/or set-off. The Carrier shall have a lien on the Goods and on any other Goods of the Client and on any documents relating thereto in the possession of the Carrier, for any amount due and payable under this Contract of Carriage in addition to all legal fees and court costs and any other expenses incurred in recovering same. The Carrier may enforce such lien in any reasonable manner including but not limited to sale of the Goods. The Carrier does not accept any liability for the correctness of the VAT identity number of Sender and/or Receiver (EU Carriage only).

6. The Carrier

is not responsible for any fulfillment of customs formalities and/or payment of costs in respect thereof. Nevertheless, to the extent that the Carrier may voluntarily assist in the fulfillment of customs formalities, such assistance will be rendered at the sole risk and responsibility of the Client, who shall reimburse the Carrier any damage incurred by the Carrier and indemnify the Carrier against, and hold it harmless from any claims in respect thereof.

7. Tariffs

are available on request.

8. The Client

explicitly warrants that:

8.1. the Goods are accurately described on the front side of this HAWB, which has been filled in completely and correctly including but not limited to all particulars and details relevant to the Carriage of the Goods and has been duly signed;

8.2. the Goods are adequately packed, labeled and addressed, mentioning a contact person's name and telephone number to enable customs clearance and delivery with ordinary care and handling;

8.3. the Goods are not Prohibited Items;

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8.4. in case of dangerous or hazardous goods, such Goods are properly classified, described, packed, marketed, labeled and in condition for shipment and the Sender's declaration for dangerous goods has been properly completed and signed in accordance with all applicable laws, rules and regulations;

8.5. Client has complied with all laws , rules and regulation's applicable to this Carriage;

8.6. The VAT identity numbers of Sender and Receiver are correct (EU carriage only).

9. The Client shall indemnify the Carrier and hold it harmless for any liability whatsoever resulting from or arising out of the breach of any warranty referred to in Clause 8 hereof.

10. Liability of the Carrier

is restricted to loss or delay of or damage to the Goods. Such liability is limited in accordance with the Conventions and Uniform Rules in Clause 2 above. Liability for delay cannot exceed the amount of the freight charges. The Carrier shall not be liable for any indirect or consequential loss, damage or expenses, however caused, including but not limited to loss of profits. However, none of the contractual limitations and exclusions of liability contained in this Clause are applicable in case of willful breach or gross negligence.

11. Sub-contracting

11.1. The Carrier shall be entitled to sub-contract the whole or any part of the Carriage.

11.2. All agents, servants, employees or sub-contractors of the Carrier and any other person or institution whose services the Carrier uses directly or indirectly for the performance of the Carriage enjoy all exemptions, immunities and limitations of liability applicable to the Carrier.

12. This contract

is governed by the Laws of the Country where this Contract of Carriage has been entered into. The Client hereby submits to the jurisdiction of the competent Court of the jurisdiction of the registered address of the Carrier for the determination of any dispute arising hereunder or in connection with the Carriage. Notwithstanding the foregoing, the Carrier may take legal proceedings against the Client in respect of any such dispute before a competent court of any jurisdiction in which the Client resides.

13. All data

is connected with this Contract of Carriage will be recorded and filed for the purpose of data processing.

14. This HAWB

represents the entire agreement between the contracting parties. Any changes to these Terms & Conditions of Carriage must be separately agreed upon and confirmed in writing.

15. In no circumstances shall the Carrier be liable unless:

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15.1. written reservations have been made on the HAWB upon receipt of the Goods in case of apparent loss or damage;

15.2. for not apparent loss or damage or for delay, written reservations have been received by the Carrier within 7 days after delivery. Claims are time barred in accordance with the Convention applicable. In the United States of America in accordance with article 29 of the Warsaw Convention 1929. 2 years.

16. Due to compulsory

legal requirements the Goods may be subject to security control. See also clause 8 and 9 thereof.

17. Invoicing Terms:

The client, the contractual party with the Carrier, who ordered the transportation would, in the event of a dispute, be ultimately responsible, as the legal Sender, for the payment of all costs to the Carrier. The Sender pays: The Sender/Consignor pays all the costs of the transportation, the insurance if applicable, the customs clearance and all other costs, but the VAT and taxes and/or import duties, which will be charged to the Receiver/Consignee including the advance of funds and all other costs. The Receiver pays: The Receiver/Consignee pays all costs of the transportation, the insurance if applicable, the customs clearance, the VAT and taxes and/or import duties and the advance of funds and all other costs.

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY: IF CARRIAGE BY AIR INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE THE WARSAW CONVENTION MAY BE APPLICABLE.

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