

TERMS AND CONDITIONS OF CARRIAGE

1. Definitions

The following definitions shall complete the transport contract, being applicable to the already determined conditions.

„**We**”, „**us**”, „**our**” - refer to Sabiko International Air Cargo referred to, as service, as **town to town courier services (town to town)** as well as all its subsidiaries and affiliates and their employees, agents or independent contractors.

„**You**” - refers to the person who this service is intended for: shipper, forwarder, consignee, importer, exporter, owner of the transported good, agent, representative or any other part having a legal right on the content of the shipment. It is your duty to notify the "Terms and Conditions of carriage" to all the persons who represent you.

“**Airwaybill**”, “**AWB**”- is the shipment form containing the shipment details and the "Terms and Conditions of carriage". This document is **NON-Negotiable**.

„**Transport**”, „**shipment**” - include all the operations and services linked to a shipment trusted to us.

“**Shipment**” – represents any type of accompanying documents, articles or goods, parcels, packages or merchandise, dispatched with only one AWB, that we accept in order to be transported and which are described or identified on the face of the AWB.

2. The signing parties of the contract

The “Terms and Conditions of carriage” represent a legal contract between “Us” and “You”. You will sign the contract with the representatives of **town to town** or with any other company having a contract with us in order to perform the shipment. The "Terms and Conditions" protect, in the same time, all those who have a contract with us in order to collect, transport and deliver your shipment.

3. Accepting the transportation conditions

When you have handed the shipment, you accept the “Terms and Conditions” of this transportation contract, both for you and for another person who could have an interest in that shipment, whether that person has signed or not the AWB. You agree that the AWB has been filled in by you or by us in your name. If you entrust us a shipment accompanied by written or verbal instructions contravening this contract, **town to town** shall not be held responsible for these instructions.

4. We, named as agent

We are named as your “agent” in order to fulfil, in your name, all the procedures regarding importation, exportation, customs representation, shipment release, as well as the services related to and ulterior to the customs operations. Also, you certify the fact that we are allowed no name a customs agent for these operations.

5. Certification of the information provided

You certify the fact that the statements regarding the exportation or the importation of a shipment are true and that you are aware that for any fraudulent or false declaration about the shipment or its content you will be subject to a civil or penal complaint against you. You must provide, if necessary, all the additional documents demanded by the customs authorities, on your expense. All the expenses (fines, storage charges, manipulation, etc.) arising after a control of the customs authorities or a governmental authority, as well as those charges generated by the shipper’s or the consignee’s impossibility to provide the necessary documentation, shall be charged on you.

6. Forbidden shipments

Town to town DOES NOT forward goods whose delivery is forbidden by any law, rule or statute of any federal, state or local government in any country towards or through which the parcel travels, as well as: firearms or constituent parts and ammunition, animals, jewels, ingots, pretious metals and stones, antiquities, travel checks, money, blank checks, payment orders, stamps, perishable foods, furs, dangerous or combustible materials (according to the IATA Regulations), narcotics, obscene or pornographic material.

7. Limits of liability

WE SHALL NOT BE LIABLE for losses, damages, delays, mistaken deliveries, failed deliveries, taking over, sequestrations, income or profit losses, direct or indirect, not even in the case when you announced us about these losses, due to but not limited to: a) improper or insufficient wrapping, sealing, marking or addressing of the shipment made by you, even if we have accepted it; b) unaccepted, prohibited or forbidden shipments; c) events beyond our control, caused by natural phenomena or acts of God, including earthquakes, tornadoes, storms, floods, fire, plagues, snow, frost, fog, electric or magnetic damage or the erase of photographic images, electronic data or recordings; d) mechanic breakdown of the transportation means or equipments; e) faults or hidden flaws of the shipment; f) traffic jams, local, national or international disruption of the air, road, sea or rail transport; g) Force Majeure, including strikes, embargoes, war, accidents, local disputes, quarantine, high jacking, theft of the shipment under threat; h) any action or omission of a person who is not employed or contracted by us, including public or governmental authorities, shipper, consignee, third parties; i) errors, discrepancies, omissions or incorrect statements that you made regarding the shipment; j) controls, inspections, retention, sequestration, sampling made by the customs authority or other governmental authorities; k) violation of any terms in this contract.

8. Inspection

You agree that we, as well as any national authority, including the customs authority, have the right to open and inspect the shipment (without being obliged to), without your prior notification. If the inspection is performed with X-ray scan, you can not have any claims for the damages resulted after the scanning.

9. The right to reject

We have the right to reject, cancel or stop the shipment: (i) when this determines the delay or damage of other shipments, equipment or personnel; (ii) when it is forbidden or prohibited by the law; (iii) when it violates any of the transportation terms and conditions.

10. Transportation routes

The routes, as well as the transportation means of your shipment are decided by **town to town**. You authorize us to choose a transportation company to perform the delivery by air, sea, road or railway. We hold the right to change the transportation routes and the forwarders according to the equipment and the space necessary for the shipment. We do not perform deliveries to addresses with PO box.

11. Rates, fees and other costs

You agree to pay the equivalent value of the transport between the two locations specified on the AWB, according to the rates in force at the date of the transport or according to the special rates negotiated for you. Our rates are applicable for most of the physical and volumetric weight (resulted out of volumetric conversion: length x width x height (cm) divided to 6000 - for airway transportation, to 4000 for road transportation and to 3000 - for sea transportation) and we can weight and measure once again any shipment, in order to confirm these calculations. You will pay or reimburse **town to town** all the transportation rates, the storage charges, special manipulation, customs taxes and other taxes due for the services provided or contracted by us in your name and all the claims, damages, fines and expenses necessary in the case in which the shipment is considered unacceptable for transport, according to section 6. Even if you have communicated certain payment instructions or you have agreed that the consignee or a third party pays the equivalent value for the transport and/or any other taxes, customs taxes or additional costs, we hold the right to claim these costs from you if the consignee, the importer or the third party refuses to do the payment. **Town to town** will return the shipment to you, and you shall be liable for the cost of taxes and transportation. If you too refuse to pay, within 30 days from written or electronic notification, **town to town** has the right to retain the transported goods without any liability to you or anyone else. If you wish that the customs operations is performed in another customs office, different from that where we provide this service, you will be responsible for the additional transit expenses.

12. Responsibility for town to town

Town to town signs the contract with you taking into consideration the principle that the responsibility for **town to town** is strictly limited only to the direct loss and the kg/lb limits in this section. All the other types of losses and

damages are excluded (including, but not limited to the loss of profit, interest, future businesses) even if these are special or indirect and even if the risk of such losses or damages was notified to us before or after accepting the shipment, as long as you can insure against special risks. If a shipment combines the airway transport with the road transport or any other transportation type, it shall be presumed that any losses or damages have taken place during the airway transport, except for the case when the opposite is proved. The responsibility of **town to town** regarding any shipment transported is limited, without including the section 7, to its declared or real value in money and shall not be superior to the least value between 100USD per shipment or 3.00 USD/kg, or: 20.00 USD/kg or 9.07 USD/lb for shipments carried partially or totally by airway, applying the provisions of the Warsaw Convention in 1929, which governs the limits of liability for loss, damage or delay, or: 10.00 USD/kg or 4.54 USD/lb for shipments carried totally by road (not applicable for the United States) if the carriers travel according to the Convention for International Road Transport of 1956 (CMR), for the loss or damage of the shipment, totally or partially. In case of delay, if the customer can prove having suffered losses because of the delay caused by us, our responsibility is limited only to returning the taxes (amounts) paid for the transport (proportional to the whole transport of the part of the affected transport). The claims are limited to only one demand per shipment, whose solution shall be the complete and final solution for any losses or damages regarding the said shipment. If you consider that these limits are insufficient, you have the right to make a special statement of value and to demand insurance, according to the description in section 13 or to make your own insurance, without which you undertake all the risks of loss and damage.

13. Shipment insurance (not valid for documents)

Town to town can make the insurance for you, covering the real value in money regarding the losses or physical damage to the shipment, on the condition that you fill in the section regarding the insurance in the AWB and to pay the insurance premium. The shipment insurance does not cover the indirect losses or damages, nor the losses or damages caused by delay.

14. Claims

The claim must be made in writing to the **town to town** headquarters, within 6 months from the taking delivery by **town to town**. The claim must contain all the relevant data regarding the loss, damage or delay produced. We shall consider the shipment as being delivered in good conditions if the consignee does not make any reference to the transportation document upon consignment of the parcel. In order to be able to take into consideration a complaint, according to the situation, you must provide also the original wrapping for expertise. The transportation taxes must be paid and you do not have the right to deduce amounts from the transportation fees. In case these conditions are not adhered to, **town to town** shall have no responsibility. Both the shipper and the consignee undertake towards **town to town** not to allow third parties having an interest in the content or in the shipment in itself, to file a complaint or an action against **town to town**, even if it has been generated due to our negligence. In case this complaint or action has been filed, you shall guarantee against any consequences of these complaints, including the costs involved in concluding such actions or complaints. The storage period, after no more than 3 notifications, is of 18 months, after which the shipment can be sold, dumped or becomes property of **town to town**. The solving time for the complaint is of 3 months.

15. Governing law

Any dispute arising from or connected to these "Terms and Conditions" can be solved amicably. Otherwise, the dispute shall be deferred, to the benefit of **town to town**, to the non-exclusive jurisdiction of Timisoara courts of law, except for the case in which this is against the applicable law. The term to file a complaint in court is 6 months.

Catalin Margarit
general manager
Sabiko International Air Cargo