

TERMS AND CONDITIONS IMPORTANT NOTICE

BY THE CONDITIONS SET OUT BELOW INTER-CONTINENT COURIERS LTD.AND GLOBAL EXPRESS LTD (HEREIN AFTER CALLED "ICC-GLOBAL") AND ITS SERVANTS AND AGENTS ARE FIRSTLY NOT TO BE LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGE AND SECONDLY, WHEREVER THEY ARE TO BE LIABLE, THE AMOUNT IS STRICTLY LIMITED TO THE AMOUNT STATED IN CONDITION 5. CUSTOMERS ARE THEREFORE ADVISED TO PURCHASE INSURANCE COVER TO ENSURE THAT THEIR INTERESTS ARE FULLY PROTECTED IN ALL EVENTS.

1 THE AIRBILL

The ICC-GLOBAL Air bill is NON-NEGOTIABLE and the Shipper acknowledges that it has been prepared by the Shipper or ICC-GLOBAL on behalf of the Shipper. The Shipper warrants that it is the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods, and that it hereby accepts ICC-GLOBAL'S terms and conditions for itself and as agent for and on behalf of any person having an interest in the shipment.

2 SHIPPERS OBLIGATIONS AND ACKNOWLEDGEMENTS

The Shipper warrants that each article in the shipment is properly described on the Air bill and has not been declared by ICC-GLOBAL to be unacceptable for transport, and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling. The Shipper hereby acknowledges that ICC-GLOBAL may abandon and or release any items consigned by the Shipper to ICC-GLOBAL, which ICC-GLOBAL has declared to be unacceptable or which the Shipper undervalued for customs purposes or mis described whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper and the Shipper will save and defend indemnify and hold ICC-GLOBAL harmless from all claims, damages, fines and expenses arising therefrom. The Shipper shall be solely liable for all costs and expense related to the shipment and for costs incurred in either returning the shipment to the Shipper or warehousing the shipment pending disposition.

3 RIGHT OF INSPECTION OF SHIPMENT

ICC -GLOBAL has the right, but no obligation, to inspect any shipment including, without limitations, opening the shipment

4 LIEN ON GOODS SHIPPED

ICC-GLOBAL shall have the lien on any goods shipped for all freight charges, customs duties, advances and of their charges of any kind arising out of transportation hereunder and may refuse to surrender possession of the goods until the charges are paid.

5 LIMITATIONS TO LIABILITY

Without prejudice to clause 7, the liability of ICC -GLOBAL for any loss or damage to the shipment (which term shall include all documents or parcels consigned to ICC-GLOBAL under the Air bill) is limited to the lesser of

- a) £50.00 or
- b) The amount of loss or damage to a document or parcel actually sustained, or
- c) The actual value of the document or parcel as determined under clause 6 hereof without regard to its commercial utility or special value to the Shipper.

6 ACTUAL VALUE

- a) The actual value of a document (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of preparation or replacement, reconstruction, or reconstruction value at the time and place of shipment, whichever is less.
- b) The actual value of a parcel (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale or fair market value at the time and place of shipment, whichever is less. In no event shall such value exceed the original cost of the article paid by the Shipper plus 10%

7 CONSEQUENTIAL DAMAGES EXCLUDED

ICC-GLOBAL shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising, whether or not ICC-GLOBAL acknowledges such damages or loss of income, profits, interests, utility or loss of market.

8 LIABILITIES NOT ASSUMED

While ICC-GLOBAL will Endeavour to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, ICC-GLOBAL WILL NOT UNDER ANY CIRCUMSTANCES, BE LIABLE FORMALLY IN PICK-UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY

Further, ICC-GLOBAL shall not be liable for any loss, damage, mis-delivery or non delivery

- a) Due to act of god, Force Majeure, Occurrence, War, Riot, Hijack or any other cause reasonably beyond control of ICC-GLOBAL

Or

- b) Caused by

- 1) The act, default or omission of the Shipper, the consignee or any other party who claims an interest in the shipment (including violation of any term or condition hereof), or of any person other than ICC-GLOBAL, or of any customs or other government officials, or of any postal service, forwarder or other entity or person to whom a shipment is tendered by ICC-GLOBAL for transportation to any location not regularly served by ICC-GLOBAL, regardless of whether the Shipper requested or had knowledge of such third party delivery arrangement
- 2) The nature of the shipment of any defect, characteristic, or inherent vice thereof
- 3) Electrical or magnetic injury, erasure or other such damage or electronic or photographic images or recording in any form

9 CLAIMS

- a) Any claims must be brought by the Shipper and delivered in writing to the office of ICC-GLOBAL nearest the location at which the shipment was accepted, within thirty days of the date of such acceptance. No claims may be made against ICC-GLOBAL outside that time limit.
- b) No claim for loss or damage will be entertained until all transportation charges have been paid. The amount of any such claim may not be deducted from any transportation charge owed to ICC-GLOBAL

10 APPLICABILITY

These terms and conditions shall apply to, and incur to the benefit of Inter Continent Couriers Limited, & Global Express Ltd and its authorized agents, affiliated companies, and their officers, directors and employees.

11 WARSAW CONVENTION

If the transportation of any consignment involves an ultimate destination or stop in a country of departure, the Warsaw Convention may be applicable and the Convention governs, and in most cases further limits the liability of ICC-GLOBAL in respect of loss, damage to such consignment.

12 RIGHT TO INSTRUCT THIRD PARTY COURIERS

ICC-GLOBAL shall have the right, but no obligation to instruct third party couriers, common or otherwise, in respect of any shipment which ICC-GLOBAL may be instructed to carry or transport