

# Inter-Continent Couriers Ltd.



**ICC – GLOBAL**

Global Logistics Solutions

## **ICC – Global Terms & Conditions**

TERMS AND CONDITIONS OF BUSINESS

### **IMPORTANT NOTICE**

BY THE TERMS AND CONDITIONS SET OUT HEREIN INTER-CONTINENT COURIERS LTD AND GLOBAL EXPRESS LTD AND ICC-GLOBAL COURIERS LTD (HEREINAFTER COLLECTIVELY CALLED "ICC-GLOBAL") ITS DIRECTORS OFFICERS SERVANTS AND AGENTS SHALL NOT BE LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGE.

FURTHER, WHEREVER THE SAID ICC GLOBAL SHALL BE DEEMED LIABLE, SUCH LIABILITY IS STRICTLY LIMITED TO THE AMOUNT STATED IN CONDITION 6 HEREOF. SHIPPERS ARE THEREFORE ADVISED TO PURCHASE INSURANCE COVER TO ENSURE THAT THEIR INTERESTS ARE FULLY PROTECTED IN ALL EVENTS.

### **1. DEFINITIONS:**

IN THESE TERMS AND CONDITIONS THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANING:

- 1.1. "Agent" means a person or entity who acts on another's behalf.
- 1.2. "Agreement" means the contract between ICC-Global and the Shipper.
- 1.3. "Airbill" means the shipping document providing shipping details including a detailed description of the Shipment.
- 1.4. "Delivery Estimate" means our estimate of the time within which we will attempt to deliver the Goods.
- 1.5. "Goods" means each and every article contained in the Shipment.
- 1.6. "Recipient" means the person or entity to whom the Shipment is addressed or any person or entity that accepts delivery of the Shipment on behalf of the Recipient.
- 1.7. "Shipment" means the Goods or documents contracted by the parties hereto for transportation.
- 1.8. "Shipper" means the person or entity that has contracted with ICC-Global hereunder for transportation of the Shipment.
- 1.9. "Unacceptable Goods" means any Goods that the ICC-Global does not accept for carriage.

### **2. THE AIRBILL:**

The ICC-GLOBAL Airbill 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 legal owner of the Goods transported hereunder or it is the authorized Agent of the legal owner of the Goods transported hereunder 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.

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### **3. SHIPPERS OBLIGATIONS AND ACKNOWLEDGEMENTS:**

The Shipper warrants that each article in the Shipment is properly described on the Airbill or consignment note and has not been declared by ICC-GLOBAL to be Unacceptable Goods for transportation 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 Goods or which the Shipper undervalued for customs purposes or mis-described whether intentionally or otherwise without incurring any liability whatsoever to ICC-Global and the Shipper will save and defend and indemnify and otherwise 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.

### **4. RIGHT OF INSPECTION OF SHIPMENT:**

ICC-GLOBAL has the right but not the obligation to inspect any Shipment including without limitations opening the Shipment.

### **5. LIEN ON GOODS SHIPPED:**

ICC-GLOBAL shall have a lien on any Goods shipped for all freight charges customs duties advances and other charges of any kind arising out of transportation hereunder and may refuse to surrender possession of the Goods until such charges are paid in full.

### **6. LIMITATIONS TO LIABILITY:**

Without prejudice to clause 7 hereof the liability of ICC-GLOBAL for any loss or damage to the Shipment is limited to the lesser of a) £50.00 or b) The amount of loss or damage to the Shipment actually sustained or c) The actual value of the Shipment as determined under clause 7 hereof without regard to its commercial utility or special value to the Shipper.

### **7. ACTUAL VALUE:**

- a) Where the Shipment consists of a document/s the actual value of the document/s (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 contracted carriage whichever is less.
- b) The actual value of a Shipment (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 contracted carriage whichever is less. In no event shall such value exceed the original cost of the Goods as paid by the Shipper plus 10%.

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## **8. CONSEQUENTIAL DAMAGES EXCLUDED:**

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

## **9. LIABILITIES NOT ASSUMED:**

ICC-GLOBAL will endeavour to exercise its best efforts to provide expeditious delivery in accordance with the Delivery Estimate and subject to regular delivery schedules. However ICC-GLOBAL will not under any circumstances be liable for delay in pick-up or transportation or delivery of any Shipment regardless of the cause of such delay. Further ICC-GLOBAL shall not be liable for any loss or damage or mis-delivery or non-delivery:

a) due to Act of God or Force Majeure or Civil Strife or War or Riot or Hijack or any other cause reasonably beyond the control of ICC-GLOBAL or

b) caused by:

1) The act or default or omission of the Shipper or the ultimate consignee or Recipient or any other party who claims an interest in the Shipment or of any person or entity other than ICC-GLOBAL or of any customs or other government officials or of any postal service or 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 or any defect or characteristic or inherent vice thereof.

3) Electrical or magnetic injury or erasure or other such damage or damage to electronic or photographic images or recordings in any form howsoever caused.

## **10. 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 or will be accepted against ICC-GLOBAL outside that time limit.

b) No claim for loss or damage will be entertained until all transportation charges or other charges owed to ICC-GLOBAL have been paid in full. The amount of any such claim may not be deducted from any transportation charges or other charges owed to ICC-GLOBAL.

## **11. RIGHT TO INSTRUCT THIRD PARTY COURIERS:**

ICC-GLOBAL shall have the right but not the obligation to instruct third party couriers or Agents common or otherwise in respect of any Shipment which ICC-GLOBAL may have contracted to carry or transport.

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## **12. WARSAW CONVENTION:**

If the transportation of any Shipment by air involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention (and any of its subsequent amendments and protocols) may be applicable. The Convention will govern and in most cases limit the liability of ICC-GLOBAL in respect of loss or damage to any such Shipment.

## **13. APPLICABILITY:**

These terms and conditions shall apply to and accrue to the benefit of ICC-Global (as herein defined) and its authorized Agents and affiliated companies and their officers and directors and employees.

## **14. LAW AND JURISDICTION:**

These Terms and Conditions shall not exclude any liability where the exclusion of that liability is prohibited by law. Insofar as any provision contained or referred to in these Terms and Conditions may be contrary to any applicable international treaty or local law or government regulations or orders or requirements then such provision shall be limited to the maximum extent permitted and as so limited shall remain in effect as part of the Agreement between ICC-Global and the Shipper. The invalidity or unenforceability of any provision shall not affect any other part of these Conditions.

Subject hereto this Agreement shall be subject to the relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Agreement.

Where we hold a record of your consent to do so we may use the information you have provided to us now and in the future: (i) to provide you with information on products and services for contractual and marketing purposes; (ii) for market research, and (iii) tracking of sales data. Where relevant we will also disclose this information to third party couriers or Agents pursuant to the contractual provisions of clause 11 hereof.