

TERMS AND CONDITIONS OF CARRIAGE

1. The **Empost** Courier *Consignment Note* (Airway Bill)

The *Consignment Note* is non-negotiable and the shipper acknowledges that it has been prepared by the shipper or by **Empost** on behalf of the shipper. The shipper warrants that he is still the owner of the goods transported hereunder, or that he is the authorized agent of any other person having any interest in the shipment.

2. Shipper Obligations and Acknowledgements

- 2.1. The shipper warrants
 - (a) That each article in the shipment is properly described on the *Consignment Note* and
 - (b) That no article in the shipment has been declared to be unacceptable for transport and
 - (c) That the shipment is properly marked and addressed and securely packed to ensure safe transportation with ordinary care and handling
- 2.2. The shipper understands and agrees that **Empost** may abandon and/or release any shipment or part thereof consigned to **Empost** by the shipper which **Empost** has declared unacceptable or which the shipper has undervalued for Customs purposes or mis-described whether internationally or not without incurring any liability whatsoever and the shipper will save and defend and hold **Empost** harmless from all claims or damages arising therefrom.
- 2.3. The shipper shall be solely liable for all costs and expenses which shall include but not be limited to Octroi, Customs Duties or any other taxes or imposts relating to the shipment and for any costs or expenses incurred in returning the shipment to the shipper, including warehousing, storing or disposing of them in any way whatsoever.
- 2.4. The shipper understands and agrees that **Empost** is not a common carrier and that **Empost** reserves the right at its sole discretion to refuse or abandon the carriage or transportation of any particular goods for any person, firm, company or corporation and the carriage or transportation of any class of goods whatsoever.

3. Right Of Inspection Of Shipment

Empost has the right to inspect any shipment but it is under no obligation to do so. If it does so it shall be entitled to open the shipment and examine any package therein. In that event **Empost** will exercise reasonable care but it shall not be liable for any damage to the shipment or any delay of the shipment arising as a result of such examination.

4. Lien On Goods Transported

Empost shall have a lien on all goods transported for all freight charges, Customs Duties, advanced or other charges of any type arising out of transportation hereunder and may refuse to surrender possession of the shipment until all such charges owed are paid.

5. Limitation Of Liability For Direct Loss

Direct loss means the destruction or permanent disappearance of the shipment or physical damage to the shipment or any part thereof while in the custody of **Empost** or its agents. Shipment shall include all documents or merchandise consigned to **Empost** under the *Consignment Note*.

The liability of **Empost** for direct loss is limited to the maximum of:

- (a) AED 100.00 or;
- (b) The total amount of loss or damage actually sustained in respect of any documents or merchandise contained in the shipment subject to (a) above or;
- (c) The actual value of all lost or damaged documents or merchandise contained in the shipment subject to the maximum liability as in (a) above. Without regard to any commercial utility or special value to the shipper/consignee.
- (d) IF THE SHIPPER BELIEVES THAT THE VALUE OF THE SHIPMENT EXCEEDS AED 100.00 HE IS ADVISED TO OBTAIN APPROPRIATE INSURANCE COVER (See condition 12)

6. Actual Value

- 6.1 The actual value of a document contained in a shipment which term includes any item declared to be of no commercial value, shall be either its actual costs of production, replacement, reconstruction, repair or reconstitution at the date of shipment shown on the *Consignment Note* whichever is less.
- 6.2 The actual value of merchandise in a shipment which term includes any item declared to be of no commercial value, shall be either its actual cost of production, replacement, reconstruction, resale or reconstitution at the date of shipment shown on the *Consignment Note* or its resale or fair market value at that date whichever is less provided that the actual value shall not exceed the original cost of the article paid by the shipper plus 10 percent.

7. Exclusion Of Consequent Loss

Empost shall not be liable for consequential loss which means any loss or damage other than direct loss suffered or alleged to have been suffered by the shipper or by any other person in consequence of the carriage of the shipment by **Empost** its employees or agents or in consequences of any breach by **Empost** or its employees or agents of the agreement to carry the shipment.

8. Exclusion Of Liability For Delay

Empost shall not be liable for delay which means any delay in the pick-up, transportation or delivery of any shipment or any mis-delivery or non-delivery of any shipment caused by:

- (a) An act or omissions of **Empost** employees or agents or
- (b) An act of God or;

- (c) Force Majeure which shall include but not be limited to industrial or political disputes, hijacking, war or threat of war, acts of foreign governments and any other cause not reasonably within the control of **Empost** or;
- (d) The act, default or omission of the shipper or the consignee or any other party who claims an independent interest in the shipment including any breach of any condition herein, or any person other than **Empost** or any Customs or other government official, of any postal service, forwarder or other person to whom a shipment is tendered by **Empost** for transportation to any location not regularly served by **Empost** regardless of whether the shipper requested or had knowledge of such third-party delivery arrangements or;
- (e) The nature of the shipment itself or any defect, characteristic or vice thereof.

9. Claims

- 9 Any claims by the shipper must be notified in writing to **Empost** within 30 days of the date of delivery provided for in the agreement. **Empost** reserves the right to decline to accept any claims not so notified.
- 10 In any event **Empost** will be under no liability to accept any claim unless and until the shipper has paid to **Empost** all charges due under the agreement. The shipper may not set off the amount of his claim against those charges.

10. Materials Not Acceptable For Transport

Except with the express written consent of an authorized employee of **Empost** the following will not be carried:

Currency	Stamps	Works of Art
Jewelry	Precious Metals	Precious Stones
Bullion	Firearms	Explosives
Cashier Cheques	Money Orders	Travellers Cheques
Antiques	Plants	Animals
Pharmaceuticals	Drugs	Foodstuffs
Liquor	Tobacco	Perishables

Negotiable Instruments in Bearer Form Lewd, obscene or pornographic materials

Industrial Cartoons and Diamonds

Articles restricted by IATA, including hazardous or combustible materials prohibited by any federal, state or local government of any country or territory from, to or through which the shipment may be carried.

Any other items from time to time notified by **Empost** to be a prohibited item in accordance with this section 10.

11. Warsaw Convention

In contracts to which the Warsaw Convention applies the liability of **Empost** to the shipper may be further limited. The contract incorporates such of the provisions of the Convention as may be applicable to it.

12. Insurance

- 12.1 If the shipper wishes to insure the shipment then he must notify **Empost** in writing before delivering the shipment to **Empost** stating the nature and value of goods and the extent of the cover required.
- 12.2 Upon receipt of that notification from the shipper **Empost** will allocate an Insurance Reference Number to the shipment, obtain the required insurance cover and notify the shipper of the Insurance Reference Number. There is no insurance in force and the shipment remains at the shippers risk unless and until the shipper has received the Insurance Reference Number.
- 12.3 Upon receipt of the Insurance Reference Number, within 14 days of being Invoiced the shipper shall become liable to pay the full amount of such premium to **Empost**.
- 12.4 Any insurance cover arranged by **Empost** under the agreement shall be limited to AED.100.00.
- 12.5 Any insurance cover issued under the agreement shall be subject to such terms and conditions, as the insurer shall stipulate.

13. Law Of Contract

The shipper and **Empost** hereby irrevocably agree that country of origin Laws shall apply to every particular and exclusively submit to the sole jurisdiction with the country of origin.