

## **Terms & Conditions**

These terms and conditions (these “Conditions”) EXCLUDE LIABILITY on the part of the Courier Company (the “Company”) and it’s employees or agents for loss and damages in certain circumstances and they LIMIT LIABILITY to stated amounts where liability is accepted and they require NOTICE OF CLAIMS within strict limits. Customers should read these Conditions carefully.

### **1. General**

- (i) The Company accepts goods for carriage upon these Conditions. Subject to Condition 1(iii) below these Conditions shall prevail over and override any other terms or conditions appearing elsewhere and in particular, any terms or conditions sought to be incorporated by the Company.
- (ii) In the Conditions the “Customer” means the natural or legal person who contracts or accepts by placing an order with the Company, “Consignment” means the goods which are the subject matter of the Customer’s order and each and every separate part of the them, the “Consignee” means the person, firm or company of whom the Consignment is to be delivered. Where the context admits the singular case shall include the plural and vice versa.
- (iii) These conditions shall not be overridden or varied except by express agreement in writing between the Customer and a representative of the Company having express written authority to do so.
- (iv) The headings set out in these Conditions are for assistance only and shall not be constructed as forming part of the terms and conditions herein set out.
- (v) The Customer accepts the Conditions and acknowledge that they are reasonable both to the Customer and for the protection of the Company, it’s staff, agents and sub-contractors.

### **2. Warranties of Customers**

- (i) The customer expressly warrants that it is either the owner or the authorised agent of the owner of the Consignment and further warrant that it is authorised to accept and is accepting these Conditions not only for itself but also as agents for and on behalf of all other persons who are or may therefore become interested in the Consignment.
- (ii) Except where the Company is instructed in writing to pack the Consignment and agrees in writing to do so, the Customer warrants that the Consignment has been properly and sufficiently packed and/or prepared and properly and sufficiently addressed.

### **3. Carriage and Sub-Contracting**

- (i) The Company may sub-contract the whole or any part of the performance of the Contract and anyone to whom the whole or any part of the performance of the Contract is sub-contracted may himself sub-contract the whole or any part of his obligations.
- (ii) The Company contracts for itself and as agents of the trustee for it’s employees and agents and all others referred to in Condition 3(i) above. Every reference in these Conditions to the “Company” shall be deemed to include such other employees, agents and sub-contractors with the intention that they shall have the benefit of the Contract and shall collectively and together with the Company be under no greater liability to the Customer or any other party than is the Company hereunder.

### **4. Loading and Unloading**

- (i) The Company is only bound to collect or deliver from or at a usual collection or delivery point. Any act of assistance given by the Company which falls outside that obligation shall be at the sole risk of the Customer who shall indemnify the Company against all claims and demands whatever which would not have been made if such assistance had not been given.
- (ii) When collection or delivery takes place, the Company shall not be under any obligation to provide any equipment, power or labor which, is required to loading or unloading at such premises. Any act of assistance given by or on behalf of the Company in addition shall be at the sole risk of the Customer who shall indemnify in full against and reimburse it in respect of any claim or demand which would not have been made if such assistance had not been given.
- (iii) Any Consignment requiring special appliances for unloading from the vehicle is accepted for carriage only on condition that the Customer has duly ascertained from the Consignee that such appliances are available at the destination. Where the Company without the prior agreement in writing with the

Customer is called upon to load or unload such Consignment the Company shall be under no liability whatsoever to the Customer for any damage howsoever caused, whether or not by negligence of the Company or otherwise and the Customer shall reimburse the Company in respect thereof and keep it indemnified in full against any claims or demand which would not have been made if such assistance had not been given.

## **5. Consignment Notes**

The Company shall, if so required, sign a document prepared by the Customer acknowledging receipt of the Consignment but such document shall be evidence of the condition or the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Company.

## **6. Handling, Storage and Transportation**

- (i) Save in the case of prior express instructions given by the Customer in writing and accepted by the Company in writing, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the Consignment. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Company's or the Customer's interests to depart from those instructions the Company shall be at liberty to do so.
- (ii) Whilst the Company shall use its best endeavors to comply with any estimate given by the Company to the Customer any delivery date or time given by or on behalf of the Company shall be an estimate only and shall not be binding upon the Company which shall be under no liability whatsoever for failure to secure delivery of the Consignment by any delivery date or time howsoever caused.
- (iii) The Customer shall be liable for any cost of any unreasonable detention of vehicles, containers, sheets, pallets and like equipment but the Company's rights against any other person shall remain unaffected. Time spent at either the sender's and/or the Consignee's premises in excess of 10 minutes shall, at the discretion of the Company, be subjected to an excess charge at the Company's hourly rate in operation for the particular vehicle in use provided the time spent at the said premises is not the fault of the Company.
- (iv) Pending forwarding or delivery, the Consignment may be warehoused or otherwise held at any place at the sole discretion of the Company and the cost thereof shall be for the account of the Customer.

## **7. Transit**

- (i) Transit shall commence when the Consignment is handed to the Company whether at the point of collection or at the Company's premises.
- (ii) Transit shall (unless otherwise previously determined) end when the Consignment is offered for delivery at the usual place of delivery at the Consignee's address.

Provided

- (a) that if no safe and adequate access or no adequate unloading facilities exist there then transit shall be deemed to end at the expiry of one clear day after notice in writing of the arrival of the Consignment at the Company's premises has been sent to the Consignee or Customer; and
- (b) that when for any reason whatsoever a Consignment cannot be delivered or when the Consignment is held by the Company "to await" or "to be kept till called for", on upon any like instructions and such instructions are not given, or the consignment is not called for and removed within a reasonable time (the decision as to what constitutes a reasonable time to be entirely within the discretion of the Company) then transit shall be deemed to end.

## **8. Quotations and Commissions**

- (i) Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Further, unless otherwise agreed in writing, the Company shall after acceptance be at liberty to revise quotations or charges in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any changes applicable to the Consignment or if circumstances arise during transit which were not anticipated by the Company at the time of giving the quotation, for example, if delays occur in transit.
- (ii) The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations.

## **9. Description of Consignment**

- (i) The Company shall not be deemed to know the nature, value or other details of the Consignment unless the Customer has advised the Company, in writing, of the same prior to the commencement of transit for insurance purposes only which to be covered at the costs of Customer.
- (ii) The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, value and other particulars furnished to the Company in respect of the Consignment for Customs, Consular and other purposes and it undertakes to indemnify the Company in full against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.

#### **10. Liability for Duties**

- (i) The Customer shall be liable for any duties, charges, taxes, imports, levies, deposits or outlays of any kind levied in connection with the Consignment or its transportation or storage and for any payment, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
- (ii) When a Consignment is accepted or dealt with upon instructions to collect freight duties, charges or other expenses incurred from the Consignee or any other person the Customer shall remain responsible for the same if they are not paid by such Consignee or other person upon request by the Company its servant; agents or sub-contractors.

#### **11. Insurance**

- (i) No insurance will be effected except upon prior instructions given by the Customer in writing and accepted by the Company in writing and all insurance effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under separate insurance on each Consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid by the Company by its Customer.
- (ii) In the event that a claim is made against the Company for loss, mis-delivery or damage to the Consignment, the Company shall not be liable for the amount of such claims in excess of the amount paid to the Company by its insurer(s) in respect of such claims.

#### **12. Liability for Loss or Damage**

- (i) Without prejudice to other Conditions herein set out, the Company shall not be liable for any loss, mis-delivery of or to a Consignment occasioned if the same has arisen as a result of any of the following:
  - 1) an act of God;
  - 2) any consequence of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, military or usurped power or confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
  - 3) seizure, forfeiture, detention or restriction of any kind under legal process;
  - 4) error, act, omission mis-statement or mis-representation by the Customer or other owner of the goods or by employees or agents of either of them;
  - 5) inherent liability to wastage in bulk or weight, latent defect, inherent defect, vice or natural deterioration of the goods;
  - 6) insufficient or improper packaging;
  - 7) insufficient or improper labelling or addressing;
  - 8) inclement weather, fire, riot, civil commotion, strike, lock out, general or partial stoppage or restraint of labour from whatever cause;
  - 9) absence of the Consignee or the Consignee not taking or accepting delivery of the Consignment when it is tendered for delivery;
  - 10) any other causes beyond the reasonable control of the Company.

#### **13. Fraud**

The Company shall under no circumstances be liable in respect of a consignment where there has been fraud on the part of the Customer or the owner of the Consignment or the employees or agents of either in respect of the Consignment.

**14. Limitation of Liability**

The liability of the Company for loss or damage for any Consignment shall under no circumstances exceed 19 SDR per kg equivalent with maximum limit of 30 SDR in total whether such loss was due to the fault or negligence of the Company or its servants, agents, employees, sub-contractors or otherwise. the Company shall be entitled to require proof of the value of the Consignment lost or damaged.

**15. Consequential Loss or Damage**

The Company shall have no liability whatsoever for any indirect consequential loss or damage howsoever arising including but not limited to loss of income, loss of profit or loss of opportunity.

**16. Time Limits for Claims**

Without prejudice to the foregoing, the Company shall be discharged from all liability for loss or damage or non-delivery of part or the whole of a Consignment unless the Company is advised thereof in writing within 3 working days after the delivery of Consignment.

**17. Indemnity of the Company**

The Customer shall indemnify the Company against:

- (i) All consequence suffered by the Company (including but not limited to claims, damage, proceedings, fines, penalties and loss of or damage to the carrying vehicle and to other goods carried) arising as a result of any error, omission, mis-statement or mis-representation by or negligence of the Customer or the owner of the goods or by any employee or agent of the either of them, insufficient or improper packaging, labelling or addressing of the goods or fraud.
- (ii) All claims and demands whatsoever by whoever made in excess of the liability of the Company under these Conditions.
- (iii) All claims made upon the Company by Customs Authority in respect of the dutiable goods consigned in bond whether or not delivery has ended or been suspended.
- (iv) All losses suffered by any claims made against the Company in consequence of the death, personal injury, loss or damage to property caused by arising out of the carriage by the Company of dangerous goods or such other goods not accepted for carriage as referred to in Condition 18 below.

**18. Dangerous or Other Goods Not Accepted for Carriage**

The Company does not accept and the Customer shall not place with the Company for carriage dangerous goods, any high value goods of a fragile, cast or brittle nature including (but not limited to) china and glass, scientific instruments, drugs, antiques and works of art, jewellery, cash, precious metals, furs, any other perishable and time sensitive items.

**19. Undelivered or Unclaimed Goods**

Where the Company is unable for whatever reason to deliver a Consignment to the Consignee, or as he may order or where by virtue of the proviso to Condition 7 (ii) hereof transit is deemed to be at an end, the Company may sell the goods and payment or any offer of payment of the same after deduction of all proper charges and expenses in relation thereto and all outstanding charges in relation to the carriage and storage of the goods shall (without prejudice to any claim or right which the Customer may have against the Company otherwise arising under these Conditions) discharge from all liability in respect of such good, their carriage and storage.

Provided that

- (a) that the Company shall do what is reasonable to obtain the value of the Consignment; and
- (b) that the power of the sale shall not be exercised where the name address of the sender or of the Consignment is known unless the Company shall have done what is reasonable in the circumstances to give notice to the sender, or if the name and address of the sender is not known, to the Consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions are given for their disposal.

**20. Company Charges**

- (i) The Customer shall pay the Company's charges in accordance with the Company's current published tariffs (including any applicable surcharges) unless other charges have been previously agreed in writing between the Company and the Customer.
- (ii) The Company charges shall be payable by the Customer, however, the Company shall also have the right to demand and obtain payment thereof from the Sender or the Consignee if different from the Customer, or from any other person who may be liable to pay the charges.

## **21. Terms of Payment**

- (i) The Company's charges are due immediately on or before dispatch or on or before delivery/release of consignment at Company by wire transfer, debit, cash or other valid settlement means. All charges not paid by the due date shall bear interest from day to day at the monthly rate of 2.5%.
- (ii) Any enquires as to the correctness of charges must be notified in writing to the Company within seven days after payment.
- (iii) A claim or counterclaim by the Customer shall not be made the reason for deferring or withholding payment or liability incurred to the Company.
- (iv) The security of the Client's payment is ensured by modern verification and encryption methods. When making a payment, the payment is processed on a secure page of the payment system. The Client's bank card data is fully encrypted and is not stored on the Company's website. The Company does not have direct access to the Client's data, which means that the Client's data cannot be read by the Company and cannot fall into the hands of third parties.

## **22. Lien**

Notwithstanding any other provision of these Conditions;

- (i) The Company shall have a general lien against the owner of goods comprised in a Consignment for any monies whatsoever due from the Customer or such other to the Company. If any such lien is not satisfied within a reasonable time, the Company may at its absolute discretion sell the goods or part of them as agent for the owner and apply the proceeds towards the monies due and the expenses of the retention insurance and the sale of the goods and shall go upon accounting to the Customer for any balance remaining to be discharged from all liability whatsoever in respect of the goods.
- (ii) Notwithstanding (i) above, the Company will not exercise its right of sale without giving the Customer 14 days' prior notice in writing of its intention to do so provided that no such notice shall be required if the Customer shall go into liquidation or enter into any agreement with creditors or have a receiver appointed over any of its assets.

## **23. Governing Law**

All agreements between the Company and Customer shall be governed by the Laws of the Republic of Azerbaijan and shall be within the exclusive jurisdiction of the Azerbaijani Courts.

## **24. Notice**

Any notice given pursuant to any of these Conditions shall be in writing and addressed to the Company at its normal place of business or its registered office and to the Customer at its last known home or place of business or registered office and, if there be more than one such home or place of business, to any one of such homes or place of business. All notices shall be deemed received when delivered by hand or sent and received by facsimile and any notice served by post shall be addressed as aforesaid and shall be deemed conclusively to have been served upon the recipient on the third working day following dispatch of the notice.