

THUNDER TRANSPORT

(hereinafter referred to as "the Carrier") accepts goods for carriage upon the terms and subject to the conditions set out below (hereinafter referred to as "these conditions").

Unless previously agreed in writing by a Thunder Transport representative who has express authority to do so:

(i) no verbal, written or other addition, amendment, variation hereto or hereof shall be effective;

(ii) these conditions supersede any other terms and conditions appearing elsewhere and shall prevail over and exclude any terms or conditions stipulated or incorporated or referred to by the Trader or his agents or any third party; and

(iii) it shall be a pre-condition of the Carrier's accepting goods for carriage that the same is subject to these conditions in all respects.

(iv) carriage of goods by air is governed by the Warsaw Convention of 1929 as amended by the protocol signed at The Hague on 28th September 1955.

(v) carriage of goods by road is governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR) May 1956 Geneva and Protocol of July 5th 1978 Geneva.

By giving Carrier your consignment Trader accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of Trader and/or anyone else who has an interest in the consignment or the performance of other services irrespective of whether Trader has signed the front of our consignment note or not. When Trader gives the Carrier the consignment with oral or written instructions that conflict with Carrier's terms and conditions Carrier shall not be bound by such instructions.

1. DEFINITIONS

In these conditions the following expressions shall have the meaning hereby respectively assigned to them, that is to say:-

"TRADER" shall mean a customer who contracts with the Carrier for the Carrier's services.

"CONSIGNMENT" shall mean goods in bulk or contained in one parcel or package or in any number of separate parcels or packages, in all cases sent at one time in one load from one address to one address.

"DANGEROUS GOODS" shall mean goods including, but not limited to, those specified in the International Civil Aviation Organisation (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the international carriage of Dangerous goods by Road (ADR) regulations or any other national or international rules applicable to the transport of or the performance of other services regarding dangerous goods, or means goods which present a comparable hazard."

"CONTRACT" shall mean the contract of carriage between the Trader and Carrier.

"CARRIER" shall, where the context so admits, include the Carrier's officers, servants or agents and also any other carrier or sub-contracting party whom the Carrier is authorised and permitted to use or engage under these conditions.

"RECIPIENT" means the person whose name is listed on the consignment notice as the recipient- consignee.

2. CARRIER IS NOT A COMMON CARRIER

The Carrier is not a common Carrier and will only accept goods for carriage on these conditions.

3. PARTIES AND SUB-CONTRACTING

(i) Where the Trader is not the owner of some or all of the goods in any particular consignment, the Trader hereby warrants that it is for all purposes the lawful and duly authorised agent of the owner or owners thereof and that it hereby accepts these conditions for itself and for and on behalf of any other person having any interest in the consignment.

(ii) The Carrier may employ and engage the services of any other carrier for the purposes of fulfilling the contract (including any of the Carrier's own franchisees, agents and network members) and any such other carrier shall have the like power to sub-contract on like terms.

(iii) The Carrier enters into the contract for and on behalf of itself and its officers, servants, agents and sub-contractors all of whom shall be fully entitled to the benefits of the contract and shall be under no liability whatsoever to the Trader or anyone claiming through it in respect of a consignment in addition to or separately from that of the Carrier under the contract.

4. CARRIER'S CHARGES

(i) The Carrier shall not accept any consignment under a contract of carriage unless consignment is a cash transaction or the contract of carriage is pre-paid. Payment will be required on acceptance of the consignment order by way of pre payment on provided bank account (in such case contract for carriage is deemed to be concluded on receipt of the payment on Carrier account) or paypal or credit card payment unless otherwise agreed in writing. For limited services cash payment on collection in Dublin area might be available.

(ii) The Carrier's charges for carriage (and services incidental thereto) shall be payable by the Trader without prejudice to the Carrier's rights against the consignee or any other person. The Carrier shall only accept carriage forward" or "paid on" consignments by prior written arrangement in which event the Trader shall be required to pay such charges unless the consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

(iii) Unless otherwise agreed in writing by the Carrier, all consignments are charged at their actual gross weight unless a consignment exceeds 4.0 cubic metres per 1,000 kilos in which case the Carrier may calculate the charge on the basis of the number of cubic meters.

(iv) The Trader shall not be entitled to defer or withhold payment of any money due or liabilities incurred to the Carrier by reason of having any claim or counterclaim or any alleged claim or counterclaim and the Trader shall not under any circumstances be entitled to any rights of set-off in relation thereto.

(v) The absence of, or any discrepancy in, a signed delivery note shall not entitle the Trader to defer or withhold payment of monies due or liabilities incurred to the Carrier.

(vi) The Carrier shall have a first specific lien on the consignment for all the Carrier's charges referred to hereunder and shall have the same rights of sale in relation thereto as are set out under Condition 19 below.

(vii) In the event that the Carrier notifies the Trader within 72 hours of commencement of transit of a discrepancy between the weight of the consignment stated by the Trader on the relevant consignment note and the actual weight of the consignment, the Carrier reserves the right to levy an additional charge equivalent to the difference between (a) the charges payable on the basis of the actual weight of the consignment and (b) the charges payable on the basis of the weight stated by the Trader on the consignment note, such additional charge to be payable at the same time as the other charges relating to the consignment.

The Carrier shall hold any consignment in respect of which notification has been given in accordance with this condition at the depot where the discrepancy is discovered for a period of 24 hours after giving notification to the Trader and the Trader shall have the right to attend at the relevant depot during such 24 hour period to inspect the consignment and verify the discrepancy advised by the Carrier failing which the Trader shall be deemed to have accepted the discrepancy.

5. VALUE ADDED TAX & CUSTOMS CLEARANCE

(i) All charges are inclusive of Value Added Tax. The Trader will indemnify the Carrier against any liability arising under the Value Added Tax Act 1972 as amended.

(ii) Trader appoints Carrier as Trader's agent solely for the purpose of clearing and entering the consignment through customs and Trader hereby certifies that Carrier is the consignee for the purpose of designating a customs broker to perform customs clearances and entries if Carrier subcontract this work. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or Carrier's customs clearance status it is Trader responsibility to provide the required documentation at Trader's expense.

(iii) Trader certifies that all statements and information provided relating to the exportation and importation of the consignment will be true and correct. Trader acknowledges that in the event that untrue or fraudulent statements about the consignment or any of its contents is made, Trader risks a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of Trader's consignment. Trader agrees to indemnify Carrier and hold Carrier harmless from any claims that may be brought against Carrier arising from the information provided to Carrier and any costs Carrier will incur regarding this and pay any administration fee Carrier may charge for providing the services described in this condition.

(iv) Any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses Carrier will incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to Trader or the receiver of the consignment. In the event that Carrier will decide to charge the receiver and the receiver refuses to pay the incurred charges Trader agrees to pay them together with fee for the administration involved as well as any extra costs incurred..

6. VARIATION OF TERMS

The price at which the Carrier has agreed to deliver or procure the delivery of the consignment is based on:-

(i) the warranties and indemnities given and accepted on the part of the Trader herein;

- (ii) the Carrier's cost of maintaining insurance cover against the liabilities or its part assumed hereunder; and
- (iii) the exclusion, limitations and restrictions of and on the Carrier's liability hereunder.

The Carrier is prepared to negotiate a different price if the Trader requires any variation or amendment to these conditions.

7 . RESTRICTIONS

The following goods cannot be accepted:-

- (i) Dangerous goods as defined in current edition of IATA dangerous goods regulations.
- (ii) Goods under IATA carnet.
- (iii) FCR (Forwarders Certificate of Receipt), FCT (Forwarders Certificate of Transport), and cash against documents.

The following goods can be subject or cause to delay:-

- (i) Exhibition goods.
- (ii) Goods for customs clearance by agents other than those specified by the Carrier.
- (iii) Goods affected by other than usual customs regulations for certain types of goods.
- (iv) Any goods with incomplete or incorrect customs documentation.

8. PACKAGING, LABELLING, SIZE AND DANGEROUS GOODS

(i) The trader warrants that each article comprised in the consignment has been properly described to the Carrier and that the consignment itself has been properly marked, addressed, and packaged so as to ensure at all times safe, storage and transportation with ordinary care and handling by road, air and sea. Trader declare that has prepared the consignment for carriage or for the performance by Carrier of other services in secure premises using reliable staff employed by Trader and that the consignment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage of the consignment by Carrier or for the performance by Carrier of other services

(ii) Every consignment shall be addressed and labelled using the Carrier's labels in accordance with the Carrier's requirements and shall be accompanied by the Carrier's international consignment note containing such particulars as the Carrier may reasonably request.

(iii) No individual item may exceed 31kg in weight.

No individual item may exceed 1.75 metres in length or a girth of 3 metres (girth =length + (2 x height) + (2 x width)).

(iv) Correct documentation for Customs must accompany every consignment, including Export Licences if necessary.

(v) The Trader shall indemnify the Carrier against all costs, losses, damages, expenses or other liability whatsoever arising out of the carriage of any dangerous goods (whether declared as such or not and whether or not arising out of the non-compliance by the Trader with these conditions) save insofar as the same arise out of the Carrier's own negligence in which case such liability shall be determined in accordance with these conditions.

(vi) The Trader warrants that the contents of the consignment are not dangerous goods and are not prohibited items and neither Trader nor the consignee is a person or organization with whom Carrier or Trader may not legally trade under any applicable laws or regulations.

(vii) The Carrier may at any time at the Trader's sole risk and expense return the whole or any part of the dangerous goods to the Trader or destroy or otherwise dispose of the whole or part thereof if the Carrier considers it necessary or advisable so to do.

(viii) Trader agrees that Carrier, or any governmental authority including customs, may open and inspect consignment at any time.

(ix) The Trader warrants that the value of any consignment does not exceed 1,000 Euros

If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is your responsibility to provide the required documentation at your expense

8A. ITEMS UNACCEPTABLE FOR CARRIAGE

The following items are not acceptable for carriage to any destination unless otherwise agreed to by Carrier:

1. MONEY (coins, cash, currency paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters), COLLECTABLE COINS AND STAMPS;
2. EXPLOSIVES, FIREWORKS AND OTHER ITEMS OF AN INCENDIARY OR FLAMMABLE NATURE;
3. HUMAN CORPSES, ORGANS OR BODY PARTS, HUMAN AND ANIMAL EMBRYOS, CREMATED OR DISINTERRED HUMAN REMAINS;
4. CASH ON DELIVERY CONSIGNMENTS;
5. FIREARMS, WEAPONRY, AMMUNITION AND THEIR PARTS;

6. FOODSTUFFS, PERISHABLE FOOD ARTICLES AND BEVERAGES REQUIRING REFRIGERATION OR OTHER ENVIRONMENTAL CONTROL;
7. PLANTS AND PLANT MATERIAL, INCLUDING SEEDS AND CUT FLOWERS (CUT FLOWERS ARE ACCEPTABLE TO CERTAIN DESTINATIONS, INFORMATION AVAILABLE UPON REQUEST);
8. LOTTERY TICKETS, GAMBLING DEVICES WHERE PROHIBITED BY LAW;
9. PERISHABLES (OTHER THAN UNDER (7)) unless advance arrangements are made;
10. PORNOGRAPHY AND/OR OBSCENE MATERIAL;
11. HAZARDOUS WASTE, INCLUDING, BUT NOT LIMITED TO, USED HYPODERMIC NEEDLES AND/OR SYRINGES OR MEDICAL WASTE;
12. WET ICE (FROZEN WATER);
13. CONSIGNMENTS REQUIRING CARRIER TO OBTAIN ANY SPECIAL LICENSE OR PERMIT FOR TRANSPORTATION, IMPORTATION OR EXPORTATION;
14. CONSIGNMENTS THE CARRIAGE, IMPORTATION OR EXPORTATION OF WHICH IS PROHIBITED BY ANY LAW, STATUTE OR REGULATION;
15. CONSIGNMENTS WITH A DECLARED VALUE FOR CUSTOMS IN EXCESS OF THAT PERMITTED;
16. DEAD ANIMALS OR ANIMALS THAT HAVE BEEN MOUNTED;
17. PACKAGES THAT ARE WET, LEAKING OR EMIT AN ODOR OF ANY KIND;
18. PACKAGES THAT ARE WRAPPED IN KRAFT PAPER;
19. LIVE ANIMALS AND INSECTS;
20. CONSIGNMENTS THAT MAY CAUSE DAMAGE TO, OR DELAY OF, EQUIPMENT, PERSONNEL OR OTHER CONSIGNMENTS;
21. Goods which are insufficiently packed;
22. Goods which require special handling or careful treatment (because they are e.g. particularly fragile or can only be transported upright or only lying on a certain side);
23. Perishable or temperature controlled goods, remains;
24. Valuable goods (e.g. money, precious metals and stones, jewelry and genuine pearls, objects of art, collector's items, antiques);
25. Goods the damage or loss of which would result in high consequential damages (e.g. volumes with sensitive data);
26. Phone cards and pre-paid cards, e.g. for mobile phones;
27. Valuable documents (e.g. securities, acceptance bills, savings books);
28. Firearms and essential weapon parts as well as ammunition;
29. Tobacco products and liquors;

Carrier excludes all liability for Consignments of such items howsoever accepted (including acceptance by mistake or under notice).

9. RECEIPTS FOR CONSIGNMENTS

The Carrier shall, if so required, sign a document prepared by the Trader acknowledging receipt of the consignment but no such document shall be evidence of the condition of the correctness of the declared nature, quantity or weight of the consignment at the time it is received by the Carrier.

10. LOADING AND UNLOADING

(i) When collection or delivery does not take place at the Carrier's own premises, the Carrier shall not be under any obligation whatsoever to provide plant, power or labour which, in addition to the Carrier's own drivers, is required for loading or unloading. Any such plant or labour shall be provided at the sole risk and cost of the Trader who shall indemnify and keep the Carrier fully indemnified against all losses, liabilities, costs, damages, expenses, claims or actions suffered or incurred by the Carrier in respect of the provision or use of the same or any other matters relating

thereto.

(ii) Goods requiring special appliances for unloading are accepted for carriage only on condition that the Trader has duly ascertained from the consignee that such appliances are available at the specified place of delivery.

11. UNREASONABLE DETENTION

The Trader shall be liable to the Carrier for all costs, damages or expenses suffered by the Carrier in respect of unreasonable, abnormal or unusual detention of the Carrier's vehicles, containers and other things which arise as a result of the nature, state, or packaging of the consignment or any part thereof. In addition, time spent at either the point of collection or point of delivery of the consignment in excess of one quarter of an hour per tonne in gross weight of the consignment shall, at the discretion of the Carrier, be subject to an additional charge calculated at the Carrier's hourly rate levied for the operation of the particular vehicle, container or other thing involved.

12. ROUTE

Unless otherwise agreed in writing, the method and route of transit shall be at the absolute and sole discretion of the Carrier.

13. TRANSIT

(i) Transit shall commence when the consignment is handed to the Carrier whether at the point of collection or (as the case may be) at the Carrier's premises .

(ii) Transit shall (unless otherwise previously terminated) end when the consignment is tendered at the specified place of delivery within the customary delivery hours in the district concerned or at such other times as may be agreed between the Carrier and the Trader provided that:-

(a) if no safe and adequate access or no adequate unloading facilities there exist, then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the consignment at the Carrier's premises in the relevant district has been sent to the consignee; and

(b) where for any other reason whatsoever a consignment cannot be delivered or when a consignment is held by the Carrier to await order or "to be kept till called for" or upon any like instructions and such instructions are not given or the consignment is not called for then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of such fact has been sent to the consignee.

14. UNDELIVERED OR UNCLAIMED ITEMS

(i) After termination of transit, unless otherwise agreed in writing, the Carrier will hold the consignment as warehousemen subject to its normal warehousing charges and conditions prevailing at the time and subject always to the Carrier's right of sale and lien provided for in Condition 4 and Condition 19 hereof.

(ii) In the event Carrier is unable to deliver the consignment at the first attempt then consignment may be posted to the consignee and proof of posting is sufficient proof of delivery.

15. COMPUTATION OF TIME

Where any period of seven days or less provided by these conditions is computed, there shall be ignored any Sunday or Bank, or Public or other statutory holiday.

16. LIABILITY OF CARRIER

Carrier will not be liable for, nor shall any adjustment, refund, or credit of any kind be made as a result of any loss, damage, delay, misdelivery or non-delivery or misinformation or failure to provide information including but not limited to any such loss, damage, delay, misdelivery, non-delivery, misinformation or failure to provide information caused by or resulting from:

(i) the act, default, or omission of the Trader, Recipient or any other party with an interest in the Consignment;

(ii) the nature of the Consignment or any defect, characteristic or inherent vice thereof;

(iii) the violation of any of the terms and conditions contained on these Conditions, tariff or other terms and conditions applicable to the Consignment including, but not limited to, the incorrect declaration of the cargo, the improper or insufficient packing, securing, marking or addressing of Consignments;

(iv) any events beyond the control of Carrier including but not limited to perils of the air, public enemies, public authorities acting with apparent or actual authority, acts or omissions of Customs officials, riots, strikes, or other local disputes, civil commotion, hazards incident to a state of war or weather conditions, or national,

international or local disruptions in air or ground transportation networks, criminal acts of any person(s) or entities including acts of terrorism, strikes or anticipated strikes (of any entity, including but not limited to other carriers, vendors or suppliers), natural disasters, disruption or failure of communication and information systems (including, but not limited to, Carrier systems), mechanical delay or conditions that present a danger to Carrier personnel;

(v) the acts or omissions of any person other than Carrier, compliance with verbal or written delivery instructions from the Trader, recipient or persons claiming to represent the Trader or recipient;

(vi) the loss of or damage to articles packed and sealed in Packages by the Trader, provided that the seal is unbroken at the time of delivery and the Package retains its basic integrity;

(vii) any delay in delivery or Carrier's inability or failure to complete a delivery due to acts or omissions of Customs or other regulatory agencies;

(viii) delays in delivery caused by adherence to Carrier policies regarding the payment of duties and taxes;

(ix) the inability of Carrier to provide a copy of the delivery record or a copy of the signature obtained at delivery;

(x) the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;

(xi) damage in transit or in handling of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens and glass containers such as those used in laboratory environments or other inherently fragile items;

(xii) Carrier's failure to honour "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings);

(xiii) The Trader's failure to ship goods in packaging approved by Carrier prior to consignment, where such prior approval is recommended or required;

(xiv) Carrier's failure to notify the Trader of any delay, loss or damage or any inaccuracy in such notice;

(xv) Consignments released without obtaining a signature if a release delivery authorization signed by the Recipient is on file;

(xvi) Carrier's failure or inability to attempt to contact the Sender or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Consignment, or incomplete or incorrect custom's broker's address;

(xvii) loss of or damage to any Consignment for which Carrier has no record of receipt;

(xviii) Consignment of scale models (including but not limited to, architectural models, doll houses, etc.);

(xix) damage to briefcases, luggage, garment bags, aluminium cases, plastic cases, or other items whose outer finish might be damaged by adhesive labels, soiling or marking unless placed in an adequate, protective container for consignment;

(xx) damage, delay or loss of any Consignment containing a prohibited item;

(xxi) damage arising from any failure by the Trader to pack the material shipped in a manner adequate to protect it from damage, adequacy being assessed in the reasonable determination of Carrier having regard to handling normally to be expected in the hands of a carrier such as Carrier;

(xxii) The loss or any personal or financial information including but not limited to, social security numbers, dates of birth, drivers license numbers, credit or debit card numbers and financial account information;

(xxiii) The Trader's failure to delete all Consignments entered into a Carrier self-invoicing system, Internet shipping device or any other electronic shipping method used to ship a Package when the Consignment is not tendered to Carrier;

(xxiv) The consignment of perishables or commodities that could be damaged by exposure to heat or cold, including, but not limited to, the consignment of any alcoholic beverages, plants and plant materials, tobacco products, ostrich or emu eggs, or live aquaculture;

(xxv) Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:

- The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition;
- Packaging that is in accordance with the Carrier packaging guidelines available on www.thundertransport.pl;

(xxvi) Provision of packaging, advice, assistance or guidance on the appropriate packaging of Consignments by Carrier does not constitute acceptance of liability by Carrier unless such advice, assistance or guidance has been approved in writing by Carrier and the writing expressly accepts liability in the event of a damaged Consignment;

(xxvii) Damages indicated by any shockwatch, tiltmeter or temperature instruments;

(xxviii) Fraud.

Except in case of intentional action of Carrier, the Trader shall be liable for any damage caused by the Consignment to Carrier or to a third party. The Trader shall guarantee and hold Carrier harmless of any claim of a third party, notably the Recipient, for any liability exceeding the liability assumed under these Conditions.

Any payment made by Carrier pursuant to a claim of the Trader or of a third party shall not be deemed to constitute an acceptance of liability.

CARRIER WILL NOT BE LIABLE, IN ANY EVENT, FOR ANY DAMAGES WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE (AS LIMITED BY SECTION 17) OR THE LIMITATION OF LIABILITY AS SET FORTH IN THE APPLICABLE INTERNATIONAL CONVENTION AS AMENDED OR, FOR SHIPMENTS FROM AND BETWEEN SPECIFIED LOCATIONS WITHIN ONE COUNTRY, BY THE APPLICABLE LOCAL LAW, WHICHEVER IS GREATER, WHETHER OR NOT CARRIER KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

CARRIER WILL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS.

17. LIMITATION OF LIABILITY

i) Subject to these Conditions of Trading the liability of the Carrier for any loss or damage shall be limited to the lower of: a) the actual value of the contents of Shipment or 1) up to €15 per kilogram up to 31kilograms of gross weight when using DPD services for parcels from Ireland to Poland (or any other amount per kilogram as may be confirmed by notice in writing from the Carrier to the Trader from time to time or published on the Carrier website) or 2) up to the maximum of 5.000 polish zloty when using DPD services for parcels from Poland to Ireland or 3) up to the maximum of € 350 for a standard service from/to Poland.

ii) Where the loss or damage is in respect of part only of a Consignment, to the proportion of the sum ascertained in accordance with paragraph (i) hereof which the actual value of that part of the consignment bears to the actual value of the whole of the consignment.

(iii) The Carrier's liability outlined in paragraph i) and ii) above represents Carrier's maximum liability in connection with a shipment of that consignment, including but not limited to, any loss, damage, delay, misdelivery, any failure to provide information, or misdelivery of information relating to the consignment. Exposure to and risk of any loss in excess of the Carrier's liability for consignment is assumed by the Trader. Trader's are advised to contact their insurance agent or broker for insurance coverage.

iv) THE LIABILITY OF CARRIER FOR LOSS OF OR DAMAGE TO THE CONTENTS OF A CONSIGNMENT WILL NOT BE MORE THAN THE ACTUAL VALUE OF THE CONTENTS OF THE SHIPMENT AND CARRIER SHALL BE ENTITLED TO REQUIRE INDEPENDENT PROOF OF THE VALUE OF THE CONTENTS OF A CONSIGNMENT FOR WHICH A CLAIM IS MADE. Carrier reserves the right to withheld payment of compensation until such time proper independent proof ie. purchase receipts are produced.

(v) Carrier cannot honor requests to change the declared value information on the receipt after tender to Carrier.

(vi) Any declaration of a value in excess of the maximums allowed by Carrier is null and void. Carrier's acceptance (whether inadvertent, intentional or otherwise) for carriage of any consignment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of or limits within these Conditions as to such consignment. If the Declared Value for Carriage for a consignment exceeds the authorised limits, such value shall automatically be reduced to the authorized limits for such consignment.

(vii) Regardless of the declared value for carriage of a consignment, Carrier's liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information, will not exceed the consignment's repair cost, its depreciated value or its replacement cost, whichever is less.

(viii) Full Transit Liability Insurance Cover cannot be provided by the Carrier for international consignments. The Trader should arrange its own Insurance Cover, if required.

(ix) Trader undertakes not permit any other person who has an interest in the consignment to bring a claim or action against Carrier even though Carrier may have been negligent or in default and if a claim or action is made Trader will indemnify Carrier against the consequences of the claim or action and the costs and expenses we incur in defending it.

18. TIME LIMIT FOR CLAIMS

The Carrier shall not be liable for any loss, damage or other liability of whatsoever nature unless:-

(a) the Trader notifies the Carrier in writing, quoting consignment number at its **email: or fax: or address:** of an impending claim within five days (claim is received by Carrier within 5 days) after termination of transit (or in the case of a claim for non-delivery within five days of the anticipated delivery date);

and

(b) the Carrier receives a completed claim form from the Trader at its Head Office within fourteen days after termination of transit (or in the case of a claim for non-delivery within fourteen days of the anticipated delivery date).

Receipt of the consignment by the Trader without written notice of damage on the delivery receipt is prima facie evidence that the Consignment was delivered in good condition. As a condition for Carrier considering any claim for damage the Trader must make the contents, original shipping cartons and packaging available for inspection by Carrier.

Carrier reserves the right to inspect damaged consignments on the Trader's premises as well as the right to retrieve the damaged package for inspection at a Carrier facility.

All of the original shipping cartons, packing and contents must be made available for inspection by Trader and retained until the claim is concluded.

Provided that no claim shall be entertained by the Carrier nor shall any liability attach to it, unless all payments due to the Carrier from the Trader in respect of the delivery of the consignment have been fully made.

19. GENERAL LIEN

The Carrier shall have a general lien against the Trader or the owner or owners of any goods comprised in any consignment for any monies and other liabilities whatsoever due from the Trader or such owner or owners to the Carrier. If any such monies or liabilities are not paid or satisfied within a reasonable time, the Carrier shall be at liberty in its absolute discretion to sell any or all such goods as agent for the owner or owners thereof and to apply the proceeds towards payment or satisfaction of all such monies or liabilities and all the expenses of any such sale and the Carrier shall, upon accounting to the Trader for the balance remaining (if any) of such proceeds after such application, be discharged from all liability whatsoever in respect of the consignment. Failure to deliver within the specified time period due to exercise of the Carrier's lien shall not entitle the Trader or such owner or owners to withhold payment of any of the Carrier's charges.

20. SEVERANCE

If at any time any one or more of the provisions of these conditions shall become or be declared invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

21. HEADINGS

The headings of these terms and conditions are for convenience only and shall have no effect on the interpretation thereof.

22. GOVERNING LAW

These conditions and each and every contract made pursuant thereto shall be governed by and construed in accordance with