



## **Terms and Conditions**

Definitions: "We", "our", "company" and "us" refer to Chinaspeed Worldwide Couriers Limited, its subsidiaries and branches, and their respective employees, agents and independent contractors. "Customer", "you" and "your" refer to the shipper, its employees and agents. "Package" means any container or envelope that is accepted by us for delivery. "Shipment" means all packages, which are tendered to and accepted by us on a single Air Waybill.

1. The company is not a common carrier and accepts shipments for conveyance on and subject exclusively to these conditions. No servant or agent of the company has any authority to alter, vary or waive any provisions of this contract in any respect.
2. The company accepts shipments for conveyance on the basis that (a) – (g) below of these conditions are all fulfilled and the customer irrevocably warrants that they are so fulfilled.
  - (a) that the customer is either the owner or acting as the fully authorised agent for the owner of the shipment and that if any other person has an interest in the shipment the customer is acting as their fully authorised agent, also
  - (b) that the shipments do not comprise or include weapons, ammunition or explosives
  - (c) that the shipments do not comprise or include a letter or letters which the United Kingdom Post Office has an exclusive right to convey
  - (d) that the shipments do not comprise or include drugs, documents or things which it is illegal to have in possession in the United Kingdom or elsewhere
  - (e) that the shipments do not include documents or other things which it is illegal to take out of England or to take into the Country to which they are being consigned
  - (f) that the company has been given express prior written and detailed notice of the toxic, corrosive, combustible or flammable nature of any shipment that unless packed by the company the goods are packed to the complete satisfaction of the customer and in strict compliance with all the relevant packing regulations.
3. The customer shall pay the company in respect of each consignment of the customer's shipment in accordance with the company's tariff charges in force at the time of each consignment, details of which available from the company upon request. Payments shall be made promptly and in any event within 30 days from the date of the company's invoice/statements. No deductions or retentions shall be made by the customer on account of any claims against the company for compensation or otherwise.
4. In the event that the company pays or agrees to pay to any third party and duty and/or taxes and/or levy in respect of any customers shipments: -
  - (a) the company shall do so on the sole basis that in doing so it is acting as the customers fully authorised agent
  - (b) whether or not delivery of the shipment is actually made to the address to which they are consigned, immediately upon receipt of the company's duty invoice in respect of such duty and/or levy the customer shall settle such duty invoice in full.In any event of any customer failing to comply strictly with the sub-condition above the company shall be at full liberty to deal with the goods in accordance with condition 14 below.
5. No insurance cover for any shipment shall be arranged by the company unless a written request is received by the company from the customer prior to the company accepting the goods for conveyance. For the avoidance of doubt, no insurance for the goods shall be deemed or assumed to have been arranged by the company unless and until written confirmation of the insurance cover arranged by the company for the customer is received by the company and any such cover shall only commence from that date and time.
6. The company is entitled to convey shipments: -
  - (a) by its own servants and/or by any airline, delivery company and/or other independent contractor
  - (b) by means of conveyance
  - (c) by any route whatsoever.
7. All claims must be notified to us within 21 days after delivery of the shipment, failing which no action damages may be brought. All claims for loss, non-delivery must be received by us within 90 days after the shipment is accepted by us. The right to damages against the company shall be extinguished unless an action is brought within two years from the date of the delivery of the shipment or from the date on which the shipment should have been delivered. Within 30 days after notification to us of the claim, it must be documented by sending us all relevant information regarding the shipment in question. We are



not obligated to act on any claim until all transportation charges have been paid, the claim amount may not be deducted from those charges.

8. The total liability of the company to pay to the customer compensation for loss damage misdelivery or delay occurring in respect of the goods, whether caused solely by the company's negligence or default of the company's servants shall be limited to the lesser of the declared value for carriage of the goods or three times the tariff charged/payable in respect of the company's conveyance of the goods and

- (a) no compensation shall be payable by the company to the customer in respect of indirect or consequential loss
- (b) no compensation whatsoever shall be payable in the event that the customer fails within 3 days of any loss damage misdelivery or delay occurring to the shipment becoming known to the customer to report this to the company at its registered office by recorded delivery 1<sup>st</sup> class letter.
- (c) no compensation whatsoever shall be payable in the event that the customer fails within 7 days of any loss damage misdelivery or delay occurring to the shipment becoming known to the customer to report this to the company at its registered office by recorded delivery first class letter.
- (d) no compensation whatsoever shall be payable in the event that any legal proceedings commenced against the company by the customer relating to any claim for compensation as aforesaid are not brought within the period of 2 years commencing within the date of the alleged loss damage misdelivery or delay
- (e) no compensation shall be payable in the event of loss damage misdelivery or delay caused by events beyond the company's control, including but not limited to Acts of God, perils of the air, adverse weather conditions, mechanical delay, acts of war, hostilities, civil commotions, strikes, industrial action, acts of public enemies or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

9. Save as provision in condition 9 above the company shall not be under liability whatsoever arising to the customer in respect of the goods.

10. Without prejudice to the generality of condition 10 above for the avoidance of doubt the company shall not be liable in respect of any losses caused:-

- (a) partly by its negligence and/or the negligence of its servants and partly by the negligence of its customer.
- (b) by any independent contractor in any matter whatsoever.

11. The company's servants on whose behalf the company contracts shall not be under any liability whatsoever in respect of the goods.

12. In the event of any loss damage misdelivery or delay occurring in respect of the shipment by reason of any act or default of an independent contractor the company shall at the customer's request assign to the customer any right of action which the company may have against the independent contractor.

13. The customer shall indemnify the company against:-

- (a) any expenses incurred as a result of the company's inability for any reason beyond its control to convey or deliver the goods to the address to which they were assigned or at all
- (b) any claims, cost and or demands by third parties relating to the goods
- (c) any unusual expenses incurred by the company as a result of it conveying the goods.

14. The company shall have a lien for any amount due under the contract and the costs of recovering the same.

If any lien is not satisfied within a reasonable time, the company shall be at full liberty to sell the goods, either privately or by auction and to apply the proceeds of any such sale on or towards discharge of the lien and the expense of sale.

15. This contract shall be governed by English Law and any dispute under it shall be within the exclusive jurisdiction of the English Courts