

## TERMS & CONDITIONS

Definitions "we", "our", "company" and "us" refer to Customs Clearance 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, parcel 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. "Consignee" refers to the one whom something, such as goods or merchandise, is consigned.

1. The company is not a common carrier and accepts shipments of customs clearance and conveyance on and subject exclusively to these conditions. No servant or agents of the company has any authority to alter, vary or waive any provisions of this Contract in any respect.
  2. The company accepts shipments of conveyance on the basis that (a) – (g) below of these conditions are all fulfilled and the customer irrevocably warrants that they are fulfilled:
    - (a) That the customer is either the owner or acting as the fully authorized 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 authorized agent.
    - (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 include drugs, documents or anything, 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 in to the country to which they are being consigned.
    - (f) That the company has been given express prior written warning and detailed notice of the toxic, combustible or flammable nature of any shipment.
    - (g) That unless packed by the company the goods is packed to the customer's complete satisfaction and in strict compliance with all the relevant packing regulations.
  3. The customer shall pay the company in respect of each customs clearance or 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 are available on request from the company. Payments shall be made promptly and in any event within 30 days from the date of the company's invoice/statement. No deductions or retentions shall be made by the customer on account of any alleged claims against the company of compensation or otherwise.
  4. In the event that company pays or agrees to pay to any third party any duty 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 authorized 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 invoices in respect of such duty and/or levy the customer shall settle such duty invoice in full.
    - (c) In the 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 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 an airline, delivery company and/or other independent contractor.
    - (b) By means of conveyance.
    - (c) By any route whatsoever.

How to claim:
  7. All claims must be notified to us within 7 days after delivery of the shipment, failing which no action for damage may be brought. All claims for loss and 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 delivery of the shipment of 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 these charges.
  8. The total liability of the company to pay the customer compensation for loss damage, non-delivery or delay occurring in respect of the goods, whether caused solely by the company's negligence or default of the company's negligence or the company's servants shall be limited to the lesser of the declared value for carriage of the goods (stipulated in the air waybill) 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 by the customer in respect of indirect consequential loss.
    - (b) No compensation whatsoever shall be payable in the event that the customer fails within 7 days of any loss, damage, non-delivery 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.
    - (c) No compensation whatsoever shall be payable in the event that the customer fails to report within 7 days of any loss damage, non-delivery or delay occurring, 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, non-delivery or delay.
    - (e) No compensation shall be payable in the event of the loss, damage, non-delivery 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 delays, acts of war, hostilities, civil commotion's, 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 provided in condition 8, the company shall not be under other liability whatsoever arising to the customer in respect of the goods.
  10. Without prejudice to the generality of the condition 9 above and 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 servant and partly by the negligence of the customer.
    - (b) By any independent contractor in any manner 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, non-delivery or delay occurring in respect of the shipment by reasons of any default of any 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 are assigned or at not 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 its conveying the goods.
  14. The company shall have 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.
- Customs clearance**
15. Except for certain destinations and where the shipper specifies a broker other than Customs Clearance Limited, Customs Clearance Limited will submit shipments to customs for clearance. Customs Clearance Limited is thereby appointed as the agent for the performance of customs clearance. Where applicable or specified as the consignee for the purpose of designating a customs broker to perform customs clearance. For that purpose, the shipper must provide appropriate documentation for customs clearance in accordance with the respective customs regulations. By providing such documentation, the shipper certifies that all statement and information therein relating to exportation and importation are true and correct. Customs Clearance Limited will advance duties and taxes on behalf of the shipper or consignee and may at its sole discretion require appropriate credit arrangements to be made in advance as a condition of clearance and delivery. In the event Customs Clearance Limited advances duties and taxes on any given shipment on behalf of the shipper or consignee, a surcharge based on a flat rate or percentage of the total amount advanced will be assessed. The surcharge is either 10% of the total amount advanced or GBP £10, whichever is greater. In any event shipper and consignee are jointly and severally liable for, and shall indemnify Customs Clearance Limited for all duties and taxes, and protect, defend and hold harmless Customs Clearance Limited against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorney's fees and costs) as a result of the non-compliance to these customs provisions. If the shipper or consignee specifies a customs broker other than Customs Clearance Limited or customs Clearance Limited designated broker and if the shipment is to be released in bond to the broker designated by the shipper or consignee, Customs Clearance Limited's delivery commitment is satisfied by notifying the designated customs broker of the availability of the shipment at the destination country. In the event the designated broker fails to take custody of the merchandise, and Customs Clearance Limited is required by laws or regulations to place the cargo in general order or other customs-bonded or -supervised storage, shipper and consignee are jointly and severally liable for all charges associated with such storage.
  16. This contract shall be governed by English Law and any dispute under it shall be within the exclusive jurisdiction of the English Courts