



## Standard Terms and Conditions of Carriage

THE CONDITIONS SET OUT BELOW ARE INCORPORATED INTO TERMS OF THE AGREEMENT BETWEEN LOGISTICA WORLDWIDE LIMITED AND THE SHIPPER. THESE CONDITIONS, LOGISTICA WORLDWIDE LIMITED, ITS SERVANTS AND AGENTS, EXCLUDE LIABILITY FOR CERTAIN LOSSES AND DAMAGE. THE CONDITIONS ALSO LIMIT THE AMOUNT OF ANY LIABILITY THAT LOGISTICA WORLDWIDE LIMITED MAY HAVE. SHIPPERS ARE THEREFORE ADVISED TO MAKE ADDITIONAL ARRANGEMENTS FOR ENHANCED LIABILITY COVER

### 1. Applicability and Services

- (1) These conditions shall apply to. And for the benefit of LOGISTICA WORLDWIDE LTD (hereinafter referred to as "LWW"). Its authorized agent, and its affiliated companies, and their officers, directors and employees, and the shipper, and applies to all transactions and agreements between LWW and the shipper unless otherwise expressly stated. Any variation of these Terms and Conditions must be in writing and signed by, or on behalf of LWW and the shipper.
- (2) Shipping services do not include any guarantee that the delivery will reach its destination, unless the shipper has expressly requested and contracted such in writing.
- (3) LWW reserves the right to refuse to provide shipping services by road, air and sea

### 2. The LWW Airway Bill

The Airway bill is non-negotiable and the shipper acknowledges that it has been prepared by the shipper or by LWW on behalf of the shipper as a true certification of the agreement between the parties. The shipper warrants that it is the owner of the goods transported hereunder, or that it is the authorised agent of the owner of the goods and that it hereby accepts and agrees to these LWW Terms and Conditions for itself and as agent for any other person having an interest in the shipment

### 3. Shipper Obligation and Acknowledgements

- (1) The shipper Warrants that:
  - (a) Each article in the shipment is properly described on the delivery note/ book requested form
  - (b) No article in the shipment has been declared by LWW to be unacceptable for transport in accordance with section 7 below or otherwise and
  - (c) The shipment is properly marked and addressed, and securely packed to ensure safe transportation with ordinary care and handling
  - (d) All shipments are fit to be stored and dispatched in the condition they are tendered to LWW
  - (e) All shipments are owned by the Shipper or the shipper is an authorized agent of the owner, in which case the shipper accepts these conditions on behalf of the owner
- (2) The shipper understands and agrees that LWW may abandon and /or release any shipment or part-shipment consigned to LWW by the shipper. Which LWW has declared to be unacceptable or which the shipper has undervalued for customs purpose, or wrongly described (whether intentionally or otherwise) without incurring any liability whatsoever and the shipper will save, defend and hold LWW harmless from all claims, damages, fines and expenses arising thereafter.
- (3) The shipper shall be solely liable for all cost and expenses (WHICH SHALL INCLUDE BUT NOT BE LIMITED TO V.A.T ,CUSTOMS DUTIES AND ANY SIMILAR TAXES ) related to the shipment and for any costs or expenses incurred in returning the shipment to the shipper, warehousing, storing or disposing of them.
- (4) The shipper understands and agrees that LWW is not a common carrier and that LWW reserves the right at its sole discretion to refuse or abandon the carriage or transportation of any particular goods for any person, firm or company, and the carriage or transportation of any class of goods

### 4. Right of Inspection of Shipment

LWW has the right to inspect any shipment, but it is under no obligation to do so. If LWW does so, it shall be entitled to open the shipment and examine any package therein. In that event LWW 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.

### 5. Lien on Goods Transported

LWW shall have a lien on all shipment transported for all freight charges, customs duties advanced or other charges of any kind arising out of transportation hereunder and may refuse to surrender possession of the shipment until all such charges are paid.

### 6. Limitation of Liability

- (1) Save as otherwise provided for by statute
  - (i) LWW shall not be liable for any consequential loss however arising
  - (ii) LWW do not insure or except liability for any documentation or parcels that are lost or damaged as a result of using their services.
  - (iii) LWW shall not be liable for any direct loss however arising (and whether by fault of LWW)
- (2) The shipper is advised that should they wish to insure their documents or parcels against loss or damage that they make additional arrangements.
- (3) The time for delivery of a shipment is not essence to any agreement unless expressly confirmed to be so in writing in advance of the shipment being sent, and LWW shall not be liable for any delay in the delivery or collection of a shipment howsoever caused. Delivery times for delivery of shipment which are quoted by LWW are delivery aims only and LWW accepts no responsibility for dispatch or delivery times of shipments. In any event weekends, public holidays and bank holidays are not included in LWW quoted delivery times for shipments.
- (4) The shipper will indemnify and keep LWW indemnified from and against all claims, proceedings, cost, expenses, liability, injury, duties, taxes, import levies, loss or damage in respect of

- (i) Any breach of this agreement by the shipper
- (ii) Any injury or death of any person or damage to any property arising or indirectly from any act, omission, default or negligence of the shipper. Its servant or agents
- (iii) Any claim, cost or demand whatsoever by whomsoever made in excess of the liability of LWW under these conditions in respect of loss, damage, or injury howsoever caused, whether or not by the negligence of LWW, its servants, agents or subcontractors
- (iv) The shipper undertakes that no claim shall be made against any director, servant, employee, agent or subcontractor of LWW which imposes or attempts to impose upon them any liability in connection with any services which are subject to these conditions and without prejudice to the foregoing, if any such claim is made, to indemnify LWW against all consequences of such a claim

**7. Claims**

- (1) If the shipper is dissatisfied with the service of LWW the shipper must notify LWW in writing
  - i) Within 25 days from the date the shipment was tendered to LWW in the case of alleged loss of the shipment, or
  - ii) 5 days of receipt of the in the case of alleged damage. LWW reserves the right to decline to accept any claim not notified.
- (2) In the absence of any such notification, the shipper is deemed to have accepted that the service has been provided satisfactorily and that the shipment has been delivered in accordance with the terms of the agreement between LWW and the shipper.
- (3) In any event, LWW will be under no liability to accept any claim unless and until the shipper has paid to LWW all charges due under this agreement. The shipper may not set off the amount of this claim against those charges.

**8. Materials Not Acceptable for Transport**

Except with the express consent in writing of an authorized office of LWW, LWW will not carry, and reserves the right to refuse to deliver any of the items below and may declare them unacceptable for transport in accordance with clause 3.

Currency, Money orders, Travelers Cheques, Stamps, Antiques, Works of Art, Plants, Jewellery, Animals, Precious Stones, Pharmaceuticals Drugs, Foodstuffs, Precious Metals, Liquor, Tobacco, Perishables, Bullion, Firearms, Explosives, Negotiable Instruments in bearer form, Cashiers Cheques, Lewd Obscene or Pornographic materials, Industrial Carbon and diamonds.

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

\*Any other items from time to time notified by LWW to be prohibited item in accordance with this paragraph.

**9. Warsaw Convention**

In contracts to which the Warsaw convention applies, the liability of LWW to the shipper may be further limited. This contract Incorporates such of the provisions of the convention (as may be applicable to it).

**10. Law of the Contract**

The shipper and LWW hereby irrevocably agree that English Law shall apply to this agreement in every particular and exclusively submit to the sole jurisdiction of the English Courts

**11. Definitions**

(1) In these terms

%Direct loss+ means loss caused by the physical damage, destruction or permanent disappearance of the shipment or any part of it while in the custody of LWW or its servants or agents.

%Shipment+ means any package containing the documents or parcels consigned to LWW under 5 the Delivery note.

%Shipping Services means the delivery of shipment by LWW to the agreed destination.

%Shipper+ means any customer of LWW who is receiving shipping services.

%Consequential Loss+ 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 LWW, its servant or agents of the agreement to carry the shipment.

%Actual Value+ means the value of the document or item contained in a shipment (which term includes an item declared to be of no commercial value) calculated as either

- 1) Its actual cost of production or
- 2) The cost of its replacement, reconstruction, repair or reconstitution at the date of the shipment shown on the delivery note, whichever is less and without regard to any commercial utility or special value to the shipper, and PROVIDED THAT the actual value shall not exceed that original cost if the article paid by the shipper plus 10 percent

**LWW Limited**

Company Name

Signature -----

Signature-----

Print Name -----

Print Name-----

Position-----

Position-----

Date-----

Date-----