

STANDARD TERMS OF CARRIAGE

ELITE GROUP

(ELITE Express Cargo LLC

ELITE Airborne Express LLC

ELITE Speed & Safe Transports LLC)



Date: 15th April, 2018

Effective: From 22nd April 2018 until further advised.

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Approved By: Rajiv Malhotra

1. Scope of application

The present standard terms of carriage (STC) apply any shipment nominated to ELITE, and/or its subsidiaries and/or related party(s) and its Customer(s), for logistics services (including but not limited to road transportation[courier and/or cargo mode], bonding, clearance, and other logistical ancillary services) provided by ELITE to the customer.

The STC shall govern the entire agreement between ELITE and the Customer, and no employee of ELITE or the Customer shall have the authority to alter and/or waive these conditions.

2. Contract of carriage

ELITE shall not be bound by any other agreement which varies from the conditions mentioned below, unless otherwise signed by authorized signatory from ELITE.

The Customer, the shipper and/or consignee or any individual/entity with a direct and/or indirect interest in the shipment shall agree to the STC details in the document.

ELITE shall provide logistics solutions for every shipment based on a limited liability basis as provided herein. If the Customer may require additional insurance, the same can be arranged for by ELITE at an additional cost. Alternatively, insurance can be arranged directly by the customer.

3. Limit of Liability

ELITE's standard trading conditions for all Road shipments (including but not limited to, courier and cargo mode) is as per NAFL (nafl.ae/wp-content/uploads/2015/04/STC.pdf).

"ELITE's liability for any loss and/or damage to the cargo, howsoever arising and notwithstanding that the cause of loss or damage be unexplained, is limited to and shall not exceed:

(i) In the case of claims for loss or damage to goods: -

(a) The value of any goods lost or damaged, **OR**

(b) a sum at the rate of Dirhams 30 (thirty) per kilo of gross weight of any goods lost or damaged, subject to a limit of AED (Dirhams) 20,000 (twenty thousand) per package or unit, whichever shall be the least

(ii) In case of all other claims: -

(a) The value of the goods the subject of the relevant transaction between ELITE and its Customer,
OR

(b) A sum at the rate of AED (Dirhams) 30 (thirty) per kilo of the gross weight of the goods the subject of the said transaction, subject to a limit of AED (Dirhams) 20,000 (twenty thousand) per package or unit, whichever shall be the least.”

As a safety and security measure, we recommend that for goods of value exceeding the above mentioned criteria, additional insurance should be procured by the customer.

ELITE can procure insurance on behalf of the customer if requested at an additional charge payable by the customer to ELITE, alternatively, the Customer may procure their own insurance.

Elite’s liability is strictly limited to direct loss and damage to a Shipment only and to the limits mentioned above. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to Elite’s attention

4. Export Documentation & Approvals

ELITE shall notify the customer for all necessary export documents required at the time of service request received.

ELITE shall not be liable for any delays/irregularities/omission/failure to complete or provide services based on lack-of information and/or documents provided by the customer.

It is the Customer’s sole responsibility to procure all necessary documents and/or approvals in advance, prior to placing the booking request, and provide them as and when requested by ELITE.

5. Service Restrictions

ELITE reserves the right to not accept any shipment from the customer at its own discretion.

ELITE reserves the right to abandon shipment(s) at any time, after having accepted the shipment, in the scenario that such shipment(s) could cause damage/delay to ELITE's other nominated shipments/equipment/personnel or when ELITE believes the shipment(s) contains prohibited and/or mis-declared cargo.

ELITE reserves the right to open and inspection any shipment handed by the Customer, for safety and security purposes. The compliance of safety and security measures would encompass state/country of origin, transit and destination. ELITE does not warrant any particular item carried, that may be defying the laws of the state/country of origin, transit and destination.

6. Claims

All claims must be submitted to ELITE within 30 days from the date ELITE has accepted the shipment. Failure to comply within the timeline, shall absolve ELITE of any liability whatsoever.

Claims are limited to one claim per shipment, settlement of which shall be full and final settlement for all loss and/or damage in connection with the shipment.

ELITE is not obligated to act on any claim, unless all charges have been paid; the claim amount cannot be deducted from the charges due to ELITE.

7. Force Majeure/Uncontrollable Circumstance

ELITE is not liable for any loss or damage arising out of scenarios beyond ELITE's control. These include, but are not limited to, electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to ELITE; any act or omission by a person not employed or contracted by ELITE - e.g. Shipper, Receiver, third party, customs or other government official.

ELITE shall not be liable to the other for any delay and/or non-performance of its services as agreed in the contract, to the extent that such delays and/or non-performance is due to an event under force majeure.

In the event that such a circumstance lasts for a duration exceeding 120 days, which therefore leads to the suspension of services being rendered, then either party has the right to cancel the relevant service in respect of the unperformed part. Neither party shall incur any liability to the other as a result of cancellation under this clause.

Force Majeure - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

8. Effective

This agreement is effective immediately, and the terms of the agreement shall be in force until further notice.

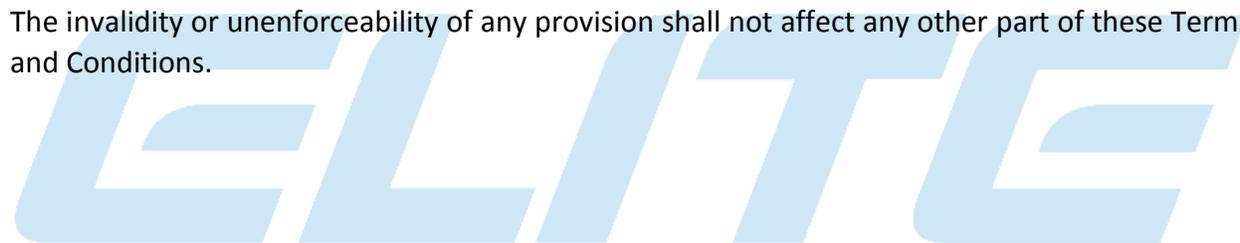
9. Warranties & Indemnities

The customer shall indemnify and hold ELITE harmless for any loss or damage arising out of customer's failure to comply with the following warranties and representations:

- all information provided by customer and/or its representatives is complete and accurate;
- the Shipment is acceptable for transport by ELITE;
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to ELITE;
- Customer has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and
- Customer and/or its representatives or any individual/entity having direct and/or indirect interests in the shipment has obtained all necessary consents in relation to personal data provided to ELITE including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

10. Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

A large, light blue, stylized watermark of the word "ELITE" is positioned diagonally across the lower half of the page. The letters are bold and have a modern, sans-serif font style.