

## **TERMS AND CONDITIONS OF CARRIAGE**

### **1. DEFINITIONS**

The following definitions shall apply to the terms and conditions set out below which govern this contract of carriage between you and us.

- “We”, “us” and “our”** means subsidiaries, affiliates of ELITE LINK INTERNATIONAL LTD and their respective employees, agents and independent contractors;
- “You” and “your”** means sender, consignor, consignee of the Shipment, holder of this consignment note, receiver and owner of the contents of the Shipment or any other party having a legal interest in those contents;
- “Carriage”** means and includes the whole of the operations and services undertaken by us in connection with the Shipment;
- “Prohibited Items”** means any goods or materials, the Carriage of which is prohibited by any law, rule or regulation of the country in which the Shipment originates, any intermediate stop or destination country for the Shipment;
- “Shipment”** means any envelope, document, package, parcel, satchel or freight which is or are given to and accepted by us for Carriage and is transported under this consignment note.

### **2. THE PARTY WITH WHOM YOU ARE CONTRACTING**

Your contract is with ELITE LINK INTERNATIONAL LTD., any of its affiliates or independent contractors that originally accepts the Shipment from you. You agree that we may subcontract the whole or any part of the Carriage on any terms and conditions we decide.

### **3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS**

By giving us your Shipment you accept our Terms and Conditions set out in this Contract of Carriage on behalf of yourself or anyone else who has an interest in the Shipment, irrespective of whether you have signed the front of this consignment note or not. Our Terms and Conditions also cover anyone we use to collect, transport or deliver your Shipment. None of our employees, agents or sub-contractors are authorised to waive, alter or modify these Terms and Conditions. Where you give us the Shipment with oral or written instructions which conflict with these Terms and Conditions we shall not be bound by such instructions.

#### 4. DANGEROUS GOODS/SECURITY/PROHIBITED ITEMS

##### 4.1 Dangerous Goods

- a) We do not accept dangerous goods as specified in the ICAO T.I., IATA DGR, IMDG-Code, ADR or other national or international regulations for surface transport of dangerous goods.
- b) We do accept some Dangerous Goods for carriage in some countries if you have been accorded the status of an approved customer. These Dangerous Goods will only be accepted if they comply with the applicable regulations (see Clause 4.1a), and our requirements. A Dangerous Goods surcharge will apply.

##### 4.2 Air Cargo Security Regulations

- a) You must ensure that the Shipment does not contain a prohibited article as listed in IATA Dangerous Goods Regulations – 54<sup>th</sup> Edition. You must give a full description of the contents of the Shipment on the consignment note. All Shipments are subject to security screening which may include the use of X-ray equipment.
- b) You declare that you have prepared the Shipment in secure premises, by reliable staff employed by you, and the Shipment has **been protected against unauthorised interference during preparation, storage and transportation immediately prior to hand over to us.**

##### 4.3 Prohibited Item

We do not accept anything that is a Prohibited Item.

#### 5. INCORRECT ADDRESS AND P.O. BOX NUMBERS

If we are unable to deliver a Shipment because of an incorrect address, we will make all reasonable efforts to find the correct address. If the correct address is found to be in the same destination country we will notify you of the correction. We will deliver or attempt to deliver the Shipment to the correct address. **Please note we are unable to deliver to P.O. boxes.**

**6. EXTENT OF OUR LIABILITY FOR INTERNATIONAL CONSIGNMENTS**  
**WE LIMIT OUR LIABILITY FOR ANY LOSS, DAMAGE OR DELAY OF YOUR SHIPMENT OR ANY PART OF IT AS FOLLOWS:**

a) **CARRIAGE BY AIR**

IF THE CARRIAGE OF YOUR SHIPMENT IS SOLELY OR PARTLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION 1929 (AS AMENDED BY THE HAGUE PROTOCOL 1955) WILL BE APPLICABLE. THIS INTERNATIONAL TREATY GOVERNS AND LIMITS OUR LIABILITY FOR LOSS, DAMAGE OR DELAY TO YOUR SHIPMENT TO SPECIAL DRAWING RIGHTS 17 PER KILO (APPROXIMATELY US\$ 20 PER KILO, ALTHOUGH THE RATE MAY VARY).

b) **CARRIAGE BY ROAD**

IF THE CARRIAGE OF YOUR SHIPMENT IS SOLELY BY ROAD TRANSPORT IN, TO OR FROM A COUNTRY WHICH IS A PARTY TO THE CONVENTION ON THE CONTRACT FOR INTERNATIONAL CARRIAGE OF GOODS BY ROAD 1956 ("THE CMR") OUR LIABILITY FOR LOSS OR DAMAGE TO YOUR SHIPMENT OR THE PART AFFECTED, IS LIMITED TO SPECIAL DRAWING RIGHTS 8.33 PER KILO. **IN THE CASE OF DELAY WHERE YOU CAN SHOW TO US YOU HAVE SUFFERED LOSS, OUR LIABILITY IS LIMITED TO REFUNDING TO YOU THE CHARGE YOU PAID US FOR CARRIAGE IN RESPECT OF THAT SHIPMENT OR THE PART WHICH WAS DELAYED.**

IF NEITHER OF THE ABOVE CONVENTIONS APPLY TO THE INTERNATIONAL CONSIGNMENTS FOR WHATEVER REASON, INCLUDING BREACH OF CONTRACT, NEGLIGENCE OR WILFUL ACT OR DEFAULT, WE LIMIT OUR LIABILITY FOR LOSS, DAMAGE OR DELAY TO YOUR SHIPMENT OR THE PART AFFECTED TO US\$2.00 PER KILO.

**7. EXTENT OF OUR LIABILITY FOR DOMESTIC CONSIGNMENTS**

**WE LIMIT OUR LIABILITY FOR ANY LOSS, DAMAGE, DELAY, MISDELIVERY OR NON-DELIVERY OF YOUR DOMESTIC SHIPMENT OR ANY PART OF IT FOR WHATEVER REASON, INCLUDING BREACH OF CONTRACT, NEGLIGENCE OR WILFUL ACT OR DEFAULT TO CAN \$1.10 PER KILO**

## 8. EXCLUSIONS FOR BOTH DOMESTIC AND INTERNATIONAL CONSIGNMENTS

8.1 WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSS (INCLUDING LOSS OF INCOME, PROFITS, MARKETS, REPUTATION, USE OF CONTENTS OR LOSS OF AN OPPORTUNITY) OR OTHER INDIRECT LOSS ARISING FROM THE LOSS, DAMAGE, DELAY, MISDELIVERY OR NON-DELIVERY OF YOUR SHIPMENT, EVEN IF WE HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSS MIGHT ARISE.

**8.2 We shall not be liable if your Shipment or any part of it is lost, damaged, delayed or misdelivered or not delivered at all as a result of:**

a) *Circumstances beyond our control such as:*

- Acts of God which shall include earthquakes, cyclones, storms, flooding, fire, disease, fog, snow, frost;
- Force majeure which shall include war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes, civil commotions; national or local disruptions in air or ground transportation networks, mechanical problems to modes of transport or machinery;
- Latent defects or inherent vice in the contents of the Shipment

b) *Your acts or omissions or those of third parties such as:*

- you being in breach of or any other party claiming an interest in the Shipment causing you to breach your obligations under these Terms and Conditions
- an act or omission of any customs, airlines, airport or government official.

c) The contents of the Shipment consisting of any article which is a Prohibited Item even though we may have accepted the Shipment by mistake.

8.3 We are not common carriers and no liability will be assumed by us as such.

## 9. CLAIMS PROCEDURE

In the case of loss or damage resulting in a claim you must immediately notify our offices and in the event, all claims must be notified within 21 days.

## 10. RATES AND PAYMENT

10.1 You agree to pay our charges for the Carriage between the locations specified on the consignment note and any value added taxes and surcharges for the Carriage within 30 days from invoice date, such charges to be calculated in accordance with the rates applicable to your Shipment All import duties, value added taxes on goods and all other charges levied on the Shipment shall be payable on delivery. We charge the higher of the actual weight or the volumetric weight of the Shipment, calculated in accordance with the volumetric conversion equation set out in our rate conditions. We reserve the right to charge interest of all outstanding invoices at the rate of 1.5% per month.

## 11. LAW AND JURISDICTION

Disputes arising from this Contract of Carriage relating to the amount of moneys owed to us by you shall be subject of the laws, and the courts of the country in which the subsidiary or affiliate or ELITE LINK INTERNATIONAL LTD. or the independent contractor that accepts your Shipment for Carriage is based. All other disputes arising from the Contract of Carriage shall be subject to the laws of Ontario, Canada and shall have exclusive jurisdiction except for Shipment originating in USA where the laws of New York State shall apply and the U.S. District Court for the Eastern District of New York shall have exclusive jurisdiction.