

Rules for Cargo Transportation

Terms and Provisions

(By accepting the services provided by the Company, the Customer agrees to the following terms and provisions)

1. Services

1.1.*The Company provides cargo transportation services and/or services related to customs control and customs clearance formalities.

** The Customer shall inform about transportation of dangerous goods in advance in order to agree special conditions of transportation and payment.*

1.2. The following goods are not accepted for transportation with customs control and customs clearance: food items (including coffee, tea), medicines and drugs (including alcohol, cigarettes and tobacco), explosive and flammable substances, weapons and ammunition, antique items and pieces of art, infringing articles.

2. Payment

2.1. Payment for the Company services shall be made on an advance-payment basis in the following currencies: AED (United Arab Emirates Dirham) or USD (US Dollar).

2.2. In case of arrearage in payments for services provided by the Company, the Company reserves the right not to hand over the cargo to the Customer until such arrears are settled.

3. Responsibilities of the Company

3.1. The Company shall not be liable for the cargo safety condition if the Customer provides the cargo with no proper packaging (depending on the nature of the cargo and mode of transportation)

3.2. The Company is not liable for the cargo safety and other issues with the cargo if they occurred as a result of data errors/incorrect information specified by the Customer in the application.

3.3. The Company shall not be liable for/reimburse losses (real damage and/or loss of profit and/or other losses of the Customer) which the Customer has incurred/could incur as a result of failure to fulfill obligations of the Customer to third parties and/or direct losses of the Customer.

3.4. The Company is responsible (in case of **destruction, loss, damage of uninsured cargo during air transportation**) for proven damage in the amount of 17 Special Drawing Rights (SDR) (equivalent to 20 USD) per kilogram of cargo to the extent stipulated by the Montreal Convention (1999) for air carrier.

3.5. The company is responsible (in case of **destruction, loss, damage to uninsured cargo during transportation by sea**) within the limits of liability stipulated in the UAE Federal Law No. (26) of 1981 on Maritime Commercial Law to the extent of the carrier's liability not more than AED 10,000.00 for each place/unit/container (equivalent to USD 2,740.00) or no more than AED 30.00 per kilogram of gross weight of goods (equivalent to USD 8).

3.6. The Company is responsible (in case of **destruction, loss, damage to uninsured cargo during transportation by road**) within the limits of liability provided for by the Convention on Contract for International Carriage of Goods by Road (CMR Convention), 1956 to the extent of carrier's liability not exceeding 8.33 Special Drawing Rights (SDR) (equivalent to 11 USD) per kilogram.

3.7. The Company is responsible within the declared value of the cargo in case of destruction, loss, damage, theft of such cargo **ONLY provided that the Customer pays 3% of the declared value of the cargo in advance.**

4. Responsibilities of the Customer

4.1. The Customer is responsible for the transfer of undeclared dangerous goods to the Company and reimburses the Company for all additional costs/fines incurred by the Company in connection with such an act by the Customer **(Customer shall pay within 7 (seven) business days after receiving relevant notice from the Company).**

4.2. The Customer shall be liable for providing incorrect information specified by the Customer in the application and reimburses the Company for all additional costs/fines incurred by the Company in connection with this act by the Customer (Customer shall pay within 7 (seven) business days after receiving relevant notice from the Company).

5. Documents/Data required for the transportation of cargo:

5.1. Invoice and packing list for the cargo.

5.2. A completed cargo description form (in electronic format) posted on the Company's website indicating:

5.2.1. Name of the cargo (specifying the material the cargo is made of);

5.2.2. Full name of the cargo manufacturer trademark;

5.2.3. Correct weight for each cargo item;

5.2.4. Quantity of cargo (specific indication of cargo units in pcs.);

5.2.5. The cost of a cargo unit (specify in US dollars);

5.2.6. Information about the cargo consignor (name/address/e-mail/contact phone number);

5.2.7. Information about the cargo consignee (name/address/e-mail/contact phone);

5.2.8. The presence/absence of a cargo insurance contract (if available, it is necessary to provide an appropriate certificate of insurance).

6. Documents issued at the time of cargo acceptance

6.1. The certificate of unloading (**certificate of acceptance**) in the form posted on the Company's website (to be filled in by the Company representative) specifying:

6.1.1. Warehouse address (place of unloading);

6.1.2. Date of unloading;

6.1.3. Number of accepted packages;

6.1.4. Number of lost/damaged cargo packages (if applicable);

6.1.5. Photo of the cargo (the image must be clear without foreign objects in the frame).

6.2. The certificate of unloading (**certificate of acceptance**) is signed **in two copies** (by the carrier representative /driver and the Consignee).

7. Complaints

7.1. Complaints from the Customer are accepted **within 3 (three)** business days from the date of receipt of the cargo by the Customer/Consignee in the form posted on the Company's website with the provision of the following documents:

7.1.1. The certificate of unloading (**certificate of acceptance**) in the form posted on the Company's website, signed by the Company and the Customer, which contains the following information:

7.1.1.1. Warehouse address (place of unloading);

7.1.1.2. Date of unloading;

7.1.1.3. Number of accepted packages;

7.1.1.4. Number of lost/damaged cargo packages;

7.1.1.5. Photo of the cargo (the image must be clear without foreign objects in the frame).

7.1.2. The completed table form listed on the Company's website.

7.2. Damaged cargo/cargo parts for which the Company has paid full compensation for their declared value are returned to the Company.