



TERMS AND CONDITIONS OF BUSINESS

Globex Couriers GmbH
Bunsenstrasse 5
64347 Griesheim
Germany

1. Definitions

"Carrier" means Globex Couriers GmbH and its agent or sub-contractor.

"Customer" means the Company who contracts for the services of the Carrier.

"Conditions" means these conditions of carriage, which shall apply to the contract of carriage between the Customer and the Carrier.

„Shipper“ means the person from whom the Carrier receives the Consignment.

"Consignee" means the person to whom the Carrier delivers the Consignment.

"Consignment" means goods or property, whether or not contained in separate parcels, packages, containers or envelopes to be delivered by the Carrier for the Customer from one address to another, including any papers and documents.

"Dangerous Goods" means dangerous goods as defined by the International Air Transportation Association (IATA) (as amended, re-enacted or extended from time to time), and any other substance likely to cause or encourage disease, vermin, or other hazard.

2. General

2.1 The Carrier is not a common carrier and accepts at its sole discretion Consignments for carriage subject only to these Conditions. These Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer). Unless agreed in writing by a Director of the Carrier, no employee, agent or sub contractor of the Carrier is authorised to alter or vary these Conditions.

2.2 The Customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

2.3 The Customer warrants that it is either the owner of the Consignment and accepts these Conditions or is authorised by such owner to accept these Conditions on such owner's behalf.

3. Sub-Contracting

3.1 The Carrier may engage any agent or sub contractor to fulfil the contract Subject to paragraph 3.2, the Carrier contracts for itself and on behalf of its agents and sub contractors.

3.2 The carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the terms and conditions of the relevant sub-contracted carrier.

4. Dangerous Goods

The Customer must disclose all Dangerous Goods in advance. Where the Carrier accepts Dangerous Goods for carriage they must be classified, packed and labelled in accordance with any applicable statutory regulation for the carriage of such substance and with any specific instructions of the Carrier. The Customer shall further provide such information, document or declaration as may be necessary to enable the carriage of such substance. The Carrier shall assist the Customer to identify and complete all relevant documents in accordance with all appropriate regulations.

5. Delivery

5.1 The Customer shall ensure that the Consignment is secure in accordance with statutory requirements and is fit and safe to be carried, stored and transported by road, air, rail or sea as may be appropriate.

5.2 The Carrier will use all reasonable efforts to deliver within the time specified for delivery but unless otherwise agreed these are estimates only and time is not of the essence.

5.3 Unless the Carrier has otherwise agreed in writing or by e-report with the Customer:

5.3.1 The Carrier shall not be required to provide any special equipment/packaging for transportation of the Consignment, other than that carried by the vehicle used by the Carrier; and

5.3.2 the Customer warrants that it will provide or procure any special equipment/packaging required for transportation of the Consignment and shall indemnify and hold harmless the Carrier for any damage, however caused, if the Carrier is instructed to transport a Consignment requiring special equipment/packaging where such equipment has not been provided by the Customer or procured from the Carrier.

6. Consignment Notes

6.1 If required, the Carrier shall sign a document acknowledging receipt of the Consignment but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it (the document) is received by the Shipper.

6.2 The Carrier may require acknowledgement at the point of delivery of the Consignment and any such receipt given shall be conclusive evidence of proper delivery.

7. Transit

7.1 Transit commences when the Carrier takes possession of the Consignment.

7.2 Subject to paragraph 7.3, transit shall (unless otherwise agreed) end when the Consignment is tendered at the usual place of delivery at the Consignee's address or any place specified for an individual Consignment.

7.3 Where a Consignment cannot be delivered (for whatever reason) or is held by the Carrier to await order or further instructions/documents and such instructions/documents are not given within the time the Carrier may nominate, then transit shall be deemed to end at the expiry of such time.

7.4 The Carrier shall be entitled to recover any expenses incurred in attempting to effect delivery.

8. Undelivered or Unclaimed Goods

8.1 Where the Carrier is unable to affect delivery as requested by the Customer, or where transit has come to an end, the Carrier shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed goods.

9. Cancellation

In the event of cancellation of any contract within 24 hours prior to the start of transit, the Customer shall be liable to the Carrier for fifty percent of the agreed charges of transportation (short notice cancellation fee).

10. Carrier's Charges

10.1 Payment terms are seven days from date of invoice. Any variations to these terms are to be agreed in writing.

10.2 The Carrier's charges shall be based on its tariff in effect at the date of performance. The Carrier will prepare invoices at least once a month. Credit facilities granted to a Customer may be withdrawn at the Carrier's absolute discretion at any time and the balance outstanding shall become due immediately on demand.

10.3 Charges are payable in full without any right of deduction or set off on the due date notified to the Customer or failing such notification within seven days after the date of the relevant invoice. The Carrier shall be entitled to charge a cost of financing fee at 5% for all amounts paid within 30 days. Furthermore the Carrier shall be entitled to charge interest based on effective APR plus 2% for all overdue amounts paid later than 30 days after Invoice date. Any queries in respect of an invoice must be made in writing within seven days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full.

10.4 All quotations are given based on a weight charge shall apply to the gross weight of the consignment.

10.5 Volumetric conversions will apply according to the following calculation (in cm):

$$(\text{Length} \times \text{Width} \times \text{Height}) / 6000 = \text{kg}$$

10.6 All charges quoted are exclusive of Value Added Tax, which will be charged on all consignments except for International consignments going outside of the EU. All charges given are exclusive of customs duties if applicable.

11. Lien

The Carrier shall have a general lien over the Consignment, for monies due from the Customer. If a lien is not satisfied within a reasonable time and the Customer is the owner of the Consignment, the Carrier may at its absolute discretion sell the whole or part of a Consignment and apply the sale proceeds towards monies due and the expenses of the carriage, storage, sale or disposal of the Consignment. Any balance remaining shall be paid to the Customer upon which the Carrier shall be discharged from all liability in respect of the Consignment. Where the Customer is not the owner of the Consignment, the Carrier shall be entitled to retain possession, but not dispose of, the Consignment until all monies due in respect of the Consignment are paid in full.

12. Limitation of Liability

12.1 Except where the Customer has specifically requested the Carrier to arrange insurance prior to commencement of transit of the Consignment, the Carrier shall not be liable for any damage or loss higher than specified in the Warsaw Convention (16,67 SDR*/kg EUR: 27,35/kg)

12.2 The Carrier shall not be liable in respect of any loss, misdelivery of or damage to any Consignment as a result of any:

12.2.1 Force majeure event which shall mean any circumstance beyond the reasonable control of the Carrier, (including, without limitation, act of god, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government (including refusal or revocation of any licence or consent) fire, explosion, flood, power failure, failure of telecommunication lines, fuel shortage, any strike, lock out or other form of industrial action);

12.2.2 Seizure or forfeiture under legal process;

12.2.3 Act, omission, or misrepresentation by the Customer, owner of the Consignment, Consignee or independent contractor;

12.2.4 Inherent liability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile");

12.2.5 Insufficient or improper packing, labelling or addressing unless it is previously agreed in writing that the Carrier shall undertake such task; or.

12.2.6 Marine risk.

12.3 The Carrier shall not in any circumstances be liable for loss or damage to the Consignment after transit is deemed to have ended whether or not caused or contributed to by the Carrier.

12.4 The Carrier shall not in any circumstances be liable for any loss or damage where there has been fraud on the part of the Customer, owner of the Consignment or Consignee, unless the fraud has been contributed to by the Carrier or its employees acting in the course of their employment.

13. Liability for Loss and Damage

13.1 Unless otherwise agreed in writing the liability of the Carrier for loss of or damage to any Consignment shall be limited to:

13.1.1 a maximum of 16,67 SDR*/kg (EUR: 27,35/kg) per Consignment.

13.1.2 If the Customer wishes to arrange a higher level of insurance in respect of any Consignment, then it should notify to the Carrier who may be able to arrange this at an additional charge to the Customer.

13.2 Where the misdelivery, loss or damage is only in respect of part of the Consignment, the Carrier's liability shall be limited to the actual value of that part or the proportion of the sum calculated under paragraph 13.1 which that part bears to the value of the total Consignment, whichever is the lower.

13.3 The Carrier shall in no circumstances, except in respect of death or personal injury caused by the Carrier's negligence, be liable for any consequential special or indirect loss or damage costs, expenses or other claims whatsoever (whether for loss of profit or otherwise and whether due to the negligence of the

Carrier, its employees, agents or otherwise) which arise out of or in connection with the supply of the Carrier's services.

13.4 The Customer shall provide to the Carrier written proof of the value of the Consignment damaged or lost and the Carrier shall be entitled to inspect the damaged Consignment.

14. Time Limits for Claims

The Carrier shall not be liable for loss of misdelivery or damage to any Consignment unless it is notified by the Customer of such loss or damage in writing within seven days of the end of the transit and the claim giving details of the value and the circumstances of any loss is made in writing within fifteen days after the end of transit. A claim for loss or damage would not be accepted on a delivery note.

14.1 Temperature Limits for Claims

In the Case, that a confirmed temperature area has had a deviation from his origin during the shipment, the following temperature margin are the alarm limits for us and we automatically reported the findings to our Customer contacts:

The Temperature Areas are:

OTN/ODN	Medium: Nitrogen	Temp.-Area -196°C
	Alert Area:	1 Measuring Point < -100°C
OTF	Medium: Dry Ice	Temp.-Area -20°C - -80°C
	Alert Area:	5 Measuring Points < -20°C
OTFS	Medium: Foambricks	Temp.-Area -20°C
	Alert Area:	5 Measuring Points <-17°C - -23°C
OTC	Medium: Foambricks	Temp.-Area +2°C - +8°C
	Alert Area:	5 Measuring Points <+1,5°C - >+8,4°C 1 Measuring Point <+1°C - >+12°C
OTA	Medium: Foambricks	Temp.-Area +2°C - +25°C
	Alert Area:	5 Measuring Points <+1,5°C – +30,0°C
OTAS	Medium: Foambricks	Temp.-Area +15°C - +25°C
	Alert Area:	5 Measuring Points <+14,5 - +25,4°C 1 Measuring Point > +30°C / <+12°C
Same Day	2h out of Range, controlled by a Datalogger which is programmed at an 5 minutes interval	

15. Indemnity to the Carrier

15.1 The Customer shall indemnify the Carrier against:

15.1.1 All losses suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss or damage to other goods carried) as a result of any breach of these Conditions, fraud, error, omission, or misrepresentation by the Customer, owner of the Consignment or Consignee;

15.1.2 All claims and demands made against the Carrier by any third party in excess of the liability of the Carrier under these Conditions;

15.1.3 All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage of Dangerous Goods; and

15.1.4 All claims made upon the Carrier by Customs in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

16. Severance

If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.