

TMM EXPRESS
TERMS AND CONDITIONS OF CARRIAGE AND OTHER SERVICES

1. DEFINITIONS

1.1. These Terms and Conditions are a shortened version of our full Terms and Conditions, which apply on all carriage, or the performance of other services, by us. A copy of the Long Form Version is available on request from our nearest TMM Express office and/or the TMM Express internet site.

1.2. The Contractor (also in the text means, including but not exclusively, TMM Express and its group companies «TMM» and TMM`s partners, agents and independent contractors, connected contractual obligations; we", "us", "our" means Contractor. You agree that we may subcontract the whole or any part of the contract of carriage or of other services on any terms and conditions we decide) undertakes to render services related to a delivery of the Customer`s Consignment (also in the text "you" and "your" means the Customer , who can be the sender and/or receiver of the Shipment) to a destination (address) specified in a TMM HAWB, and the Customer shall pay a fee for the transportation of the Consignment in accordance with the invoice issued by the Contractor for each separate transportation and all applicable surcharges.

1.3. By giving us your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

2. DANGEROUS GOODS

2.1. You agree that:

a) We do not carry, nor perform other services regarding, goods which are, or are in our sole opinion, dangerous goods including, but not limited to, those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) regulations or any other national or international rules applicable to the transport of, or the performance of other services regarding dangerous goods.

b) **The Contractor is not liable for the loss or confiscation by governmental authorities of prohibited and dangerous shipments and other items, not specified in a TMM HAWB, including supporting documents on shipment.**

c) You must ensure and you certify by completing our consignment note or tendering a shipment to us that your shipment does not contain a prohibited shipments as specified in national or international regulations that govern carriage.

d) You declare that you have prepared the shipment for carriage, or for the performance by us of other services, in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage of the shipment by us or for the performance by us of other services.

3. RIGHT OF INSPECTION

3.1. You agree that we or any governmental authority including customs and security may open and inspect your shipment at any time.

4. CUSTOMS CLEARANCE

4.1. You appoint us as your agent solely for the purpose of clearing and entering the shipment through customs. If we subcontract this work, you certify that we are the consignee for the purpose of designating a customs broker to perform customs clearances and entries.

If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is your responsibility to provide the required documentation at your expense.

4.2. You certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your shipment.

4.3. Any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved as well as any extra costs we will incur. Upon our first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this condition.

4.4. We will endeavour to expedite all customs clearance formalities for your shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

5. DELIVERY OF YOUR SHIPMENT

5.1. You agree that the shipment can be delivered to any person in charge or receiver's employee, to the address specified in the TMM HAWB. Where we are unable to complete the delivery of a shipment for whatever reason we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment.

5.2. If delivery has not been made by us, or the receiver refuses to accept delivery, we will try to contact you and agree the appropriate next action. If we do not receive your or receiver's instructions within 30 (thirty) days, then you agree that we may return the shipment to the sender destroy or sell the content of the shipment without any further liability to you.

5.3. You agree to pay us any costs we incur in forwarding, disposing of or returning the shipment and our charges (if any) for making a third or more delivery attempt and for the agreed appropriate next action.

6. YOUR OBLIGATIONS

6.1. You warrant, represent and guarantee to us that:

- a) the contents of the shipment (including but not limited to weight and number of items) have been properly described on our consignment note;
- b) the consignee's contact details have been fully, accurately and legibly entered on our consignment note;
- c) you are responsible for safe, due packing, compliance with the weight and nature of the shipment and you agree that you have been legibly entered the weight and content of the shipment, and the shipment have been correctly labelled, the contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport, or the performance by us of other services, including any associated sortation and/or handling process. You agree that we are not liable for the shipment's safekeeping if you violate these rules;
- d) if the receiver or other third party refuses to pay re-invoicing upon your request, you agree to pay our charges within 7 banking days of your receipt;
- e) you provide an invoice in due form, specifying shipment's receiver, his/her tax identification number, clear designation of shipment's contents, as well as correct weight, other details and documents necessary for customs clearance in accordance with current legislation;
- f) you provide true and complete information of the shipment's contents' value;

g) you will sign the Insurance contracts of consignments, if the value of contents consignments is more than 5,000 (five thousand) Euros for international transportation. The consignments can be insured both independently by yourself, and by us, on your instructions and at your expense;
h) you agree that we are free from any kind of liability if you violate these rules.

7. EXTENT OF OUR LIABILITY

7.1. We limit our liability for any loss, damage or delay of your shipment or any part of it arising from carriage as follows:

a) Carriage of goods 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 Montreal Convention (1999) will apply. These international treaties govern and limit our liability for loss, damage or delay to your shipment to 17 special drawing rights per kilo (approximately 20 Euros per kilo).

b) Carriage of goods by road:

If we carry your shipment by road within, to or from a country that is a party to the convention on the contract for the international carriage of goods by road 1956 (CMR), our liability for loss or damage to your shipment or caused by this third party shall be limited to 8.33 special drawing rights per kilo (approximately 10 Euros 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 that was delayed.

c) If none of liability limitation in accordance with the above conventions is not applicable for any reason, including breach of contract, negligence, wilful act or default; our liability to you for loss, damage, misdelivery or non-delivery of your shipment occurred as a result of services supplied not concerned with international air neither road carriage - is at all times limited to the cost spent by you on its acquisition (in case of definitive loss or non-applicability) or to the cost of repairing the shipment or the part affected with in each case an upper limit that does not exceed 10 (ten) Euros per kilo. The Contractor shall have the right for repair / recovery of damaged shipment either at its own cost or through third parties. In accordance with full compensation for the damaged shipment the Customer returns the shipment which has been compensated within three-day term since the time of the payment of an indemnity.

The maximum amount of compensation is 1000,00 (one thousand) Euros per shipment performed for the international carriage. Our liability for the delays within the international transportation is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part, which was delayed.

d) The Contractor increases his transportation limited liability for loss or damage of the shipment by establishing an obligatory extra surcharge to the current tariffs. The maximum amount of compensation, which the Contractor can pay to the Client for an increased transportation limited liability, is:

- for transportation of goods across Ukraine - 50 000,00 (fifty thousand) UAH. 00 kop. for sending, but in any case no more than its declared value;
- for international transportation of goods - 5 000 (five thousand Euros) per shipment, but in any case no more than its declared value.

Increased transportation limited liability (ITLL) does not apply to documentary shipments, does not cover investigative losses (indirect losses), and also can't be applied if the Client has violated his obligations which set out in this Contract of carriage and other services and in the Terms and conditions of carriage and other services, including, but not exclusively, upon the payment for extra surcharge for an increased transportation limited liability.

8. EXCLUSIONS OF LIABILITY

8.1. We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise as well as for the application of sanctions, prosecution, other

indirect losses or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.

8.2. We do not check the shipments at the time of receipt by quantity, quality and assortment. The Contractor shall be exempted from a liability for a shortage and / or damage of the consignment contents if the packing of the delivered consignment is intact.

8.3. We are not liable if we do not fulfil any obligations towards you at all as a result of:

a) circumstances beyond our control such as (but not limited to):

- acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
- latent defects or inherent vice in the contents of the shipment;
- criminal acts of third parties such as theft and arson.

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 and in particular those warranties set out in Clause 6; an act or omission of any customs, security, airline, airport or government official.

c) the contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.

9. CLAIMS PROCEDURE

9.1. You must notify us in writing about the loss, damage or delay within 21 calendar days after delivery of the shipment or from the date, the shipment should have been delivered. You may document your claim supplying information regarding the shipment, its loss, damage or delay that has happened, within the time and in the manner prescribed in accordance with the current laws.

9.2. You may not keep or calculate the amount of your claim with reference to payment for our carriage service.

9.3. We will assume the shipment was delivered in good condition unless the receiver has noted any damage on our delivery record in HAWB and/or register of shipments' delivery, when he or she accepted the shipment. In order for us to consider a claim for damage, the contents of your shipment and the original packaging must be made available for inspection by Parties, as well as drawing up an appropriate Act involving both Parties representatives at the moment of the receipt of the shipment:

a) There is a one-year limitation period for issuing a claim. It is commencing from the date of delivery, or from the date the shipment should have been delivered, or from the date when the carriage has stopped;

b) The shipment shall not be deemed lost until at least 30 days have elapsed since the date you notified us of the non-delivery.

10. RATES AND PAYMENT

10.1. You agree to pay our charges (including applicable surcharges) for the carriage of the shipment between the locations specified on the consignment note/contract of carriage, or for the performance by us of other services, and any value added taxes within 7 days from the date of our invoice. Our charges are calculated in accordance with the rates applicable to your shipment as set out in our current rate card, which is available on our website. You waive all your rights to challenge our invoices if you do not contest our invoice in writing within 7 days from the date of the invoice. We may check the weight and/or volume of and/or the number of items within your shipment and if we find that there is a discrepancy between your declared

weight and/or volume and/or number of items you agree that the weight and/or volume and/or the number of items that we determine may be used for the purpose of our calculation.

10.2. We charge for either the actual weight of the shipment or the volumetric weight of the shipment whichever is the higher and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in our rate card.

10.3. You may give us special invoicing instructions or agree with the receiver of the shipment or another third party that he or she will pay our charges and/or any duties, taxes, penalties, bonds, assessments, expenses, surcharges and fines levied or incurred by us in connection with the shipment. If the receiver or other third party refuses to pay our charges for the carriage or reimburse us for any of the above costs you agree to pay these amounts within 7 days of us notifying you of the refusal to pay.

10.4. You shall be liable for the payment of all duties, taxes and charges including stamp duties as applicable on the carriage and other services as well as on all documents including the consignment note.