

GOLDSTAR INTERNATIONAL (LONDON) LTD

TERMS & CONDITIONS OF CARRIAGE

Goldstar International (London) Ltd accepts goods for carriage only upon the terms and subject to the conditions set out below:

1. DEFINITIONS.

“Air waybill” means the document entitled ‘Air waybill/Consignment Note’ made out by or on behalf of the company, which evidences the contract for carriage of cargo.

“The Company” shall mean Goldstar International (London) Limited.

“The Consignor” shall mean the party contracting with the company.

“The Consignee” shall mean the person to whom the goods are delivered.

“The Goods” shall mean any Goods and /or documents carried by the Company.

“The Price” shall mean the price for the carriage of goods by the Company.

2. GENERAL.

By this agreement the company and its agents exclude liability for losses and damage but if they are to be liable, the amount of liability shall be in all circumstances limited to the amount stated. (See clause 9.) Customers are therefore advised to seek their own insurance cover in any areas in which liability and fault are not clearly accepted by the Company.

The validity, construction and performance of this agreement shall be governed by English law. Any business undertaken by the Company is carried subject to the conditions, hereinafter set out each

of which shall be deemed to be incorporated in and to be condition of any agreement whether written, oral or implied between the Company and the Customer. Upon the handover of the Customers goods to the Company this will constitute the forming of a contract between the Customer and the Company and will be conducted with these conditions hereto and without any alteration.

The Company shall not be bound by any agreement purporting to vary these conditions, except where such agreements are in writing and signed on behalf of the company by a competent officer thereof.

In the absence of any such written agreement to the contrary these conditions shall constitute the entire agreement between the Company and each of its customers.

3. CARRIAGE.

The Company is not a common carrier and will only carry Goods subject to these conditions, which can only be altered in accordance with clause 2 above. The Company reserves the right to refuse carriage or transportation of any goods for any person, firm or company and the carriage of transportation of any class of Goods is at its absolute discretion.

The Company undertakes to carry the Customer's Goods between the destinations agreed between the Company and the Customer. The Company reserves the right to carry the Customer's Goods by any route and procedure and successive carriers and according to its handling, storage and transportation methods. The Company will use an AWB (Air Way Bill) in most cases to carry the goods of the Customer. The production and legible writing on all AWB's is the responsibility of the Customer. The failure by the Company to deliver goods with illegible writing, marks, numbers etc. will be at the Customers expense.

The Company will notify Customers from time to time of any materials, which are not accepted by the Company for carriage (and in this regard see clause 10). The Company reserves the right to inspect the Goods consigned by its Customers to ensure that all Goods are capable of carriage to countries of destination within the standard operating procedures, Customer's declaration and handling methods of the Company. This does not imply that a particular item of Goods to be carried is capable of carriage and delivery without infringing the law of country or state from to or through which the item may be carried.

The company will carry goods limited to a weight of 32kg per piece on a courier service, or less if advised by the airline.

4. PRICE.

The Price shall be the Company's quoted Price, or where no quotation has been given, the price at the time the Company confirms the carriage of the goods on the Customer's behalf. On giving the Customer written notice before the delivery of Goods to the Consignee the Company may increase the Price to reflect any increase in the cost of carriage for whatever reason. Any Price quoted by the Company is inclusive of local airport taxes but exclusive of Value Added Tax, duties, import fees, deposits or outlays incurred in respect of carriage of the Customer's Goods. Should the Company be liable for any customs duty, Tax, or other moneys from the import or export of the Customers goods, the Customer shall in this respect pay the Company these charges should there be default in payment by the Consignee.

The Company will not be liable for any penalties imposed or loss or damage incurred due to the Customer's Goods being impounded by customs or similar authorities and the customer hereby indemnifies the Company against any such loss.

The Company will apply a Fuel Surcharge to the invoices of the Customer. Airline and Road Freight surcharges will be changed from time to time. The current Fuel Surcharge will be displayed on the Company website. The Company will not notify individual Customers of each Fuel Surcharge change.

Goods cannot be delivered to PO boxes or postal codes. Goods are delivered to the receivers address given by the shipper but not necessarily to the named Receiver personally. In some cases if the Receiver is absent from a private address, the goods may be left unattended.

The query of an amount invoiced to the customer must be made within 14 days of receipt of the invoice.

All goods will measured by their volume, and. the price charged will be either the weight or volume of the goods which ever is the greater.

5. PAYMENT.

The time of payment of the price shall be the essence of the contract.

Payment shall be due within fourteen days after the date of invoicing unless otherwise agreed in writing and the Customer shall not be entitled to withhold any part of the Price/invoice due to any claim the Customer may make against the Company in respect of the carriage of Goods.

If the Customer fails to make a payment on the due date then without prejudice to any the right or remedy available to the Company, the Company shall be entitled to charge to Customer interest (both before and after judgement) on the amount unpaid at the rate of 5% per annum above the Lloyds Bank Plc base Lending Rate, compounded.

The Customer shall not be entitled to defer or withhold payment of any moneys due or liabilities incurred to the Company by reason of having any claim or counter claim or any alleged claim or counterclaim and the Customer shall not under any circumstances be entitled to any rights of set-off in relation thereto.

The absence of or any discrepancy in a signed proof of delivery, AWB shall not entitle the Customer to defer or withhold payment of moneys due or liabilities incurred to the Company. In any event no objection may be made to the Company's invoices. All outstanding moneys, dues, must be settled in full no later than 14 days from the dated invoices.

6. PACKING.

The packing of the Customer's Goods for transportation is the Customer's responsibility including the placing of Goods in any container, which may be supplied to the Customer by the Company. The company accepts no responsibility for loss or damage to Goods caused by inadequate or inappropriate packing. It is the sole responsibility of the Customer to supply their goods to the Company in a fit condition by way of the correct packaging suitable for national and international transport via road, sea, and air.

It is the sole responsibility of the Customer to address, label, and number adequately each consignment of Goods to enable effective delivery to be made. The Company shall not be liable for any delay in forwarding or delivery resulting from the Customer's failure to comply with its obligation in this respect.

7. THE CUSTOMER'S RESPONSIBILITIES.

The Customer is liable for all losses, damages and expenses arising as a result of its failure to comply with its obligations under this agreement or as a result of its negligence.

The Company will only carry Goods that are the property of the Customer and the Customer warrants that it is authorised to accept and is accepting these conditions not only on behalf of itself but also as agent for and on behalf of all other persons who are or may therefore become interested in the Goods. The Customer hereby undertakes to indemnify the Company against any damages costs and expenses resulting from any breach of its warranty.

8. THE COMPANY'S RESPONSIBILITIES.

The Company is responsible for customer's documents or Goods whilst they are with its custody or control and shall be liable

Subject to clause 9 hereof the loss sustained by the Customer due to damage to loss of the Goods whilst in the Company's custody provided that such loss or damage was due in respect of the documents or Goods carried by it and in particular shall not be liable for consequential loss however the same shall arise.

The parties agree that consequential loss shall be deemed to include without restriction commercial, financial or other direct loss of interest and utility. The Company shall not be liable for any loss or damage incurred by the Customer due to any delays in carriage or delivery of Goods, which are beyond the control of the Company.

9. LIABILITY.

The liability of the Company under these conditions shall be limited to the payment by the Company by way of damages of a sum not exceeding fifty Pounds sterling or it's equivalent per consignment of Goods.

For the purpose of establishing the amount of the company's liability under this clause the value of the Goods shall be ascertained by reference to their replacement or reconstruction value at the time and place of shipment without reference to their commercial utility to the Customer or other items of consequential loss. The Company will make every effort to deliver the shipment according to it's regular schedules, but these are not guaranteed and do not form part of the contract.

The Company is not liable for any damages or loss caused by delays.

The Company is liable to the Customer, for damage sustained in the event of destruction or loss of, or damage to Goods only if the occurrence which caused the damage so sustained took place during the period during which the Goods are in the charge of the Company, or in the charge of its agent.

Except as may be otherwise provided in any applicable convention, the Company is not liable to the Customer, Shipper, consignee or any other person for any damage, delay or loss of whatsoever nature arising out of or in connection with the carriage of Goods or other services performed by the Company, unless such damage, or loss is proved to have been caused by the negligence or wilful default of the Company and there has been no contributory negligence on the part of the Customer, Shipper or Consignee or other claimant.

The Company is not liable if the destruction, loss of or damage to the Goods is proved to have resulted solely from the inherent defect, quality, nature or vice of that cargo. The Company shall not be liable in any event for any consequential loss or damage arising from carriage subject to these Conditions, whether or not the Company had knowledge that such loss or damage might be incurred.

10. LIMITATIONS ON CLAIMS AND ACTIONS.

Receipt by the person entitled to delivery of the Goods without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage. No action shall be maintained in the case of loss or damage to the Goods unless the person makes a complaint to the Company in writing entitled to the delivery. Such a complaint shall be made:(a) In the case of visible damage or partial loss of Goods, immediately after its discovery and at least within 48 hours from the date of receipt of the Goods. (b) In the case of other damage to the Goods, within 48 hours from the date of receipt of the Goods; In the case of delay, within 48 hours from the date on which the Goods were placed at the disposal of the person entitled to delivery, In the case of non - delivery of the Goods, within 14 days of the date of issue of the air way bill or the date of the shipment record, whichever is applicable. The Company will consider no claim, until the Customer has settled its invoices in full. At no time will the customer setoff their account to any invoice or invoices issued to them by the Company.

11. PROHIBITED GOODS.

The Company will not carry (in addition to those items mentioned in clause 2 hereof) dangerous, hazardous combustible or explosive materials, gold and silver bullion, coin dust cyanides, precipitates, or any form of uncoined gold and silver bullion, platinum or other precious metals, precious and semi-precious stones includes commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, negotiable securities, stocks, bonds certificates, cancelled postage or revenue

Stamps, war savings or thrift stamps, blank or endorsed, blank cashiers cheques, money orders or travellers cheques, antiques, livestock or plants and in the event that the Customer should consign such items with the Company the Customer shall indemnify the Company for all claims, damages and expenses arising in connection therewith and the Company shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon the company having knowledge that such items infringe these conditions. The right on inspection referred to in clause 3 shall apply for the purpose of the clause.

12. AIR TRANSPORT UNDERTAKING.

The Company is now an air transport undertaking as described within the Warsaw Convention 1929 and subsequent carriage treaties and legislation, the Company acts as agents for its Customer when consigning Goods with a particular Airline for onward carriage and without prejudice to its general right of subrogation expense incurred by any carrier on behalf of that Customer.

End.

I accept the terms and conditions of carriage of Goldstar International (London) Ltd

Company / Firm Name: _____

Name in Full : _____ Position: _____

Dated: _____ Goldstar Authorised : _____

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