

**Terms and Conditions****1. DEFINITIONS**

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

"we", "us", "our" and "AVGO" means AVGO Middle East FZC and subsidiaries and affiliates of AVGO and AVGO's employees, agents and independent contractors;

"you" and "your" means the customer and subsidiaries and affiliates of the customer and the customer's employees and agents, holder of the 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;

"shipment" means goods or documents of whatever nature (whether in bulk or in one or more packages) we have agreed to carry from one address to another for you.

"Prohibited items" means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in which the shipment travels

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

your contract is with the AVGO or the subsidiary or affiliate of AVGO that 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 provided such subcontract shall comply with the obligations and conditions of this Agreement.

**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. Our terms and conditions also cover anyone we use to collect, transport or deliver your shipment. Only one of our authorised officers may agree to a variation of these terms and conditions in writing. 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.

**4. EXTENT OF OUR LIABILITY**

If the shipment is lost, destroyed or damaged, AVGO shall take necessary actions to recover the cost of the value of the shipment from the carrier and reimburse to the customer for any shipment with a value lower than USD 10.00. For shipments with a value more than USD 10.00, the customer's insurance policy will be used and AVGO will assist the customer to provide related information and documents for insurance claim.

**5. YOUR OBLIGATIONS**

You warrant to us that:

(a) You certify that the particulars of the AVGO air waybill are correct and insofar as any part of the consignment contains Dangerous Goods, such part is properly described by name and is in proper condition for carriage by air according to both International Air Transport Association's applicable Dangerous Goods Regulations and Civil Aviation Regulations of United Arab Emirates.

(b) You hereby indemnify that the nature of "Goods" declared in the AVGO air waybill are correct and any miss declaration, would be liable to You alone. You hereby confirm that the packing of the shipment is airworthy according to IATA standard.

(c) the contents of the shipment have been correctly labeled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us;

(d) the consignee's full address including the postcode has been accurately and legibly completed on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us;

(e) the contents of the shipment have been packed safely and carefully by you to protect against the ordinary risks of transport;

(f) you have declared the correct weight of the shipment.

(g) if there is any mistake on the shipping documents, upon your notification, AVGO shall correct the documents at the customer's cost.

**6. EXCLUSIONS**

6.1 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 or for any indirect, incidental, special or consequential damages or loss howsoever arising including but not limited to the loss, damage, delay, miss-delivery or non-delivery of your shipment even if we had knowledge that such damages or loss might arise.

6.2 We are not liable if your shipment or any part of it is lost, damaged, delayed or miss-delivered or not delivered 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 war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes, terrorism, riot or civil commotions;
- national or local disruptions in air or ground transportation networks;
- Latent defects or inherent vice in the contents of the shipment.
- Criminal acts of third parties such as theft or 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 5;
- An act or omission of any customs, 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.

6.3 We are not a common carrier and do not accept from you any liabilities of a common carrier. Under normal circumstances we do not accept shipments sent to and from residential addresses unless it is specially agreed by AVGO.

**7. DANGEROUS GOODS / SECURITY****7.1 Dangerous Goods**

(a) Except in the circumstances shown in paragraph 7.1 (b) below we do not carry dangerous goods including 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 dangerous goods.

(b) We will accept dangerous goods for carriage only if they comply with the applicable regulations, and they comply with section 5.

(c) We can arrange the repackaging and proper documentation of the dangerous goods at cost as per request by You

**7.2 Air Cargo Security Regulations**

(a) you must ensure and you hereby certify by tendering a shipment to us that your shipment does not contain a prohibited article as specified in ICAO Annex 17 or other national or international regulations that govern aviation security. You must give us a full description of the contents of the shipment and your liability is not extinguished by providing this information. Shipments carried by us may be subject to security screening which could include the use of X-ray equipment and you accept that the contents of your shipment may be examined in transit for security reasons.

(b) You declare that you have prepared the shipment 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 hand over by you to us.

**7.3 Prohibited Items**

we do not accept prohibited items.

**8. INCORRECT ADDRESS**

If we are unable to deliver a shipment because of an incorrect address we will make all reasonable efforts to find the correct address. We will notify you and deliver or attempt to deliver the shipment to the correct address although additional charges may apply if the correct address is different to the one shown on the label affixed to your shipment.

**9. UNDELIVERABLE AND REJECTED SHIPMENTS**

Where we are unable to complete the delivery of a shipment we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after one more attempt by us or the receiver refuses to accept delivery

we will contact you and agree the appropriate next action. 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.

**10. CUSTOMS CLEARANCE**

10.1 You hereby appoint us as your agent solely for the purpose of clearing and entering the shipment through customs and you hereby certify that we are the consignee for the purpose of designating a customs broker to perform customs clearances and entries if we subcontract this work. If any customs authority requires additional documentation for the purpose of confirming our customs clearance status it is your responsibility to provide the required documentation at your expense. AVGO shall endeavour best efforts to assist the customer to provide required documentation.

10.2 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. To the extent that we may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and pay any administration fee we may charge you for providing such assistance.

10.3 Any customs 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 license 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 in this extra work.

10.4 We will endeavor 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.

**11. CLAIMS BROUGHT BY THIRD PARTIES**

You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us arising from the carriage even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

**12. CLAIMS PROCEDURE**

If you wish to claim for a lost or damaged shipment you must comply with any applicable convention or if none applies you must comply with the following procedure otherwise we reserve the right to reject your claim:

(a) you must notify us in writing about the loss or damage within 45 days after delivery of the shipment or within 45 days of the date the shipment should have been delivered and then within the next 30 days you must document your claim by sending us all relevant information about the shipment and the loss or damage suffered. We are not obliged to act on any claim until our carriage charges have been paid nor are you entitled to deduct the amount of your claim from our carriage charges;

(b) we will assume the shipment was delivered in good condition unless the receiver has noted any damage on our delivery record when he or she accepted the shipment.

(c) Your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 1 year from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped.

(d) In the case of damage exceeding £200, you must give us the opportunity to examine the damage and the packaging prior to repair.

(e) The shipment shall not be deemed to be lost until at least 30 days has elapsed since the date you notified us of the non delivery. We may agree with you in writing to shorten this period.

(f) We may destroy the original documentation relating to your shipment after 12 months and you shall not hold this absence against us.

**13. RATES AND PAYMENT**

13.1 You agree to pay our charges for the carriage of the shipment within 30 days from the date of our invoice. Our carriage charges are calculated in accordance with the rates applicable to your shipment as set out in our current rate card, or as per rates quoted. As a matter of course all import duties, on goods and all other charges levied on the shipment in the destination country shall be payable to us by the receiver upon delivery of the shipment and if the receiver refuses to pay you agree to pay us these amounts in full within 30 days of us notifying you that the receiver has not paid with a fee of 150.00 AED or 1.5% of duty whichever is the higher. You agree that we may charge interest on all invoices not paid within 30 days from the invoice date at the rate of 4% above the European Central Bank base rate.

13.2 Our current rate card is available on request from our offices. We charge for either the actual weight of the shipment or the volumetric weight of the shipment whichever is applicable by the carrier and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in our rate card.

13.3 The delivery rates shown on our current rate card include provision for simple customs clearance formalities and we reserve the right to charge an extra administration fee where time-consuming excessive customs clearance work is needed to enable us to deliver your shipment to the receiver. Additional charges may therefore be applied complex customs clearance activities and these include but are not limited to shipments that require:

(i) formal customs entries involving more than three different commodities.

(ii) Customs bonds or the need to deliver goods under a customs bond.

(iii) clearances involving a government department other than the customs authority

We may make advance payments of import duty or taxes on behalf of the importer and where this additional service is provided a local administration fee will be charged to the receiver and you will be liable for this charge if he or she does not pay us.

13.4 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, 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 30 days of us notifying you of the refusal to pay.

13.5 We may suspend your shipments until you pay us due amounts

13.6 Storage charge will apply to all goods in storage on the 3rd day till the 7th day with a minimum fee of AED 250/- thereafter AED 25/day will be applicable up to 80 kgs shipment. Over 80 kgs shipment a minimum fee of AED 350 /- and AED 75/day.

**14. LAW AND JURISDICTION**

14.1 In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of carriage all of which remain in force

14.2 Save as provided by any applicable convention disputes arising from this contract of carriage shall be subject to the laws and the courts of England.