

## About our Terms & Conditions

### 1. Contract With You :

"On this Airway Bill, "we ", "our", Sky Ex, refers to our employees, agents and independent contractors. "You" and "Your" refers to shipper, its employees, principal and agents. When you tender a shipment to us you accept our terms for you, the sender and for anyone else who has an expressed interest in the shipment. No one has any authority to change any of our terms or conditions, or make any promises on our behalf. The terms and conditions of this Airway bill shall govern in the event of any inconsistencies that might exist in any other transportation documents accompanying this shipment

### 2. What Shipment means :

A Shipment means as documents or parcels that travel under one airway bill, not just any single document or envelope included in a shipment. You certify that the shipment details are complete and accurate, and that the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling. You agree that all shipment may be carried by any means, including air, road or any other carrier unless you give us specific instructions to the contrary.

### 3. International Shipment :

You appoint us as your agent to conduct Customs entry and clearance and certify us as your consignee solely for the purpose of designating us as your Customs Broker to perform Customs entry and Clearance.

### 4. Shipments we do not accept :

We do not accept as a shipment anything that is considered a restricted article or hazardous material by the Department of Transportation (DOT), International Air Transport Association (IATA), or the International Civil Aviation Organization (ICAO).

### 5. Responsibility of Payments :

Even if you give us different payment instructions, you will always be primarily responsible for all charges, and all duties, customs assessment, governmental penalties and fines, taxes and our attorney fees and legal costs, related to this shipment. You, also, will be responsible for any costs we may incur in returning your shipment to you or warehousing it pending disposition.

### 6. Claims :

If you wish to submit a claim for a lost (includes mis delivered) or damaged shipment, the shipper must :

- \* Submit the claim in writing.
- \* Your claim must be received within 30 days from the date that we accept your shipment.

Please note : We will not review a claim until all shipment and any other related charges owed have been paid to us.

### 7. Right to Inspect :

Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time.

## We are not liable for

### 8. Delayed Shipments :

We will make every effort to deliver your shipment according to our regular delivery schedules. We are not liable for any delays, even if they are our fault in :

- \* Picking up a shipment
- \* Transporting a shipment (including delays caused by diversions)
- \* Delivering a shipment

We reserve the right, without admitting liability, to refund transportation/shipping charges, but are not obligated to do so.

### 9. Circumstances beyond our control :

We are not liable if a shipment is lost (includes mis delivered) or damaged because of circumstances beyond our control. These circumstances include.

- \* An "Act Of God", for example and earthquake, cyclone, storm or flood.
- \* Force Majeure" for example war, plane crash or embargo.
- \* Any defect or characteristic to do with the nature of the shipment, even if known to us when we accepted it.
- \* Any action or omission by any one outside Sky Ex for example :
  - The sender of the shipment
  - The receiver
  - An interested third party
  - Customs or government officials.
  - The postal service, another carrier or a third party who we contract to deliver to destinations that we do-not serve directly.

We are not liable even if the sender did not ask for or know about a third party delivery agreement.

We are also not liable for electrical or magnetic damage to, or erasure of, electronic or photographic images or recordings.

### 10. Consequential Damages :

We are not liable for the following, whether they arise in contract or any other form of civil action, including negligence, and even if they are our fault :

- \* Consequential or special damages or loss
- \* Other indirect loss
- \* Breach of other contracts

Consequential damages or loss include, but are not limited to lost:

- \* Income
- \* Profits
- \* Interest
- \* Markets
- \* Use of contents

## We are liable for

### 11. Extent of our liability

Our liability for a lost or damaged shipment is limited to the lowest of these 3 amounts:

- \* US\$ 100 (or equivalent currency), or
- \* The actual amount of the loss or damage or
- \* The actual value of the document or parcel. This does not include any commercial utility or special value to the shipper or any other person.

### 12. What "Actual value" means.

The lowest of the following amounts, determined as at the time and place we accepted the shipment:

Documents (meaning any shipment without commercial value):

- \* The cost of replacing, reconstructing or reconstituting the documents

Parcels (meaning any shipment with commercial value):

- \* The cost of repairing or replacing the parcel, or
- \* The resale or fair market value of the parcel

The actual value of a parcel cannot be more than the original cost to you plus 10 percent.

## WORLDWIDE CORPORATE OFFICES

### INDIA

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