

GENERAL TERMS & CONDITIONS FOR FREIGHT FORWARDING & LOGISTIC SERVICES

The Company **TIME WORLD FREIGHT L.L.C.**, herein after called as **(TWF/the Company/freight forwarder)** including all its branches in the UAE and its affiliates if appointed from time to time, shall conduct business accordingly to the General Terms & Conditions of Freight Forwarding & Logistic Service set out here under.

(A) Basis of Contract

The services offered to be performed and performed by the Company, whether written, orally or electronically communicated, shall be governed by the terms and conditions which shall be deemed to be accepted at the time of order. The customer warrants to accept these terms and conditions for its self and for and on behalf of the owners. The same shall be constructed to be understood and binding even though no express request or reference is made to these terms and conditions. The limitation of liability as detailed in the paragraph herein as applicable is also applicable to compensation claims arising from any unlawful activities.

These terms and conditions are the governing terms and conditions of services to all contracts of transportation, ancillary logistic services, warehousing, storage, consolidation, packing, on forwarding, transshipments, or other services common to freight forwarding as may be advised by clients, that over-ride any conflicting provisions (in the absence of other terms and conditions that may be issued by TWF). However, in the event when any TWF office issues its independent terms and conditions for specific contractual activity, duly signed under the authorized director or any personnel authorised to do so; those terms and conditions shall read along with the documents agreed to by the client and in the event of conflict, these general conditions shall prevail.

(B) Limitation of Liability

- i. The Company shall perform the duties as required in the due performance of services as advised by the customer with due diligence, reasonable care, skill and judgment as may be warranted by the customer's instruction.
- ii. In the absence of any specific written request from the customer to comply with the specific requirement, the Company shall be at the liberty to select the option best suited in the given circumstances and shall be relieved of any liability thereon.
- iii. The Company shall be at the liberty to select subcontractors as agents for the customers/clients, including carriers, storage keepers, warehousing agents, stuffing agents, packers, surveyors, transporters, who shall be considered as separate and independent agents of customers/clients and the goods shall be entrusted to such subcontractors subject to all the conditions of limitation of liability for loss, damage, expenses or claims and shall be subject to all rules, regulations, requirements, conditions whether written printed or stamped in any or all documents issued by such forwarding agents, carriers or sub agents.
- iv. The Company does not warrant any time bound deliveries and therefore, no claim shall be admissible in respect of any delays by the Company or any carriers or any of its agents/sub-agents, unless where by a separate written agreement the Company has committed to time certain specific

delivery or commitment under the MTD documents in writing by a senior authorised personnel (not below the rank of manager) duly approved. In such circumstances, the maximum amount of loss on delay is limited to the freight payable on the concerned shipment.

- v. The Company shall be relieved of any liability for damage or loss to the extent that such damage or loss is caused by :
 - (a) reasons beyond the control of the Company and the consequence of which the Company is unable to prevent or could have prevented within it means by the exercise of reasonable diligence ;
 - (b) Where the Company has exercised due diligence, reasonable care and skill as warranted in normal situation for the performance of the duties;
 - (c) Where the customer has de-faulted or has made incorrect representation in respect of cargo and such loss or damage is attributed to have been caused by such incorrect representation and has therefore resulted in ineffective discharge of reasonable prudence; the negligence of the client or his authorized representative;
 - (d) Where the customer has failed to declare or provide instructions with regard to the critical nature, specific care and diligence, and such failure has caused damage;
 - (e) The lack of, or defective packing, markings or stowage insofar as TWF has not executed the packing, markings or stowage. The Company shall also have no liability for packing of goods, of which it cannot verify the contents;
 - (f) Loss arising due to any force majeure situation, not limited to war, strike, lock out, terror acts, stoppages or restraint of labour, robbery or theft, the seizure or impounding of freight; damages caused by nuclear energy; usurped power or confiscation, nationalization, other regulatory measures, decrees or recommendations issued by state bodies or other public authorities, administrative or legal requirements; acts of God namely being thunderstorm, cyclone, tsunami, etc., the consequence of which the Company is unable to prevent with the application of reasonable care and prudence; inherent vice and nature of goods;
 - (g) rodents and insects unless the client is able to give evidence that TWF has not complied with the usual protective measures as was required as per the description of the good packing or advice of customer;
 - (h) all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of what so ever nature levied by any authority in relation to the goods) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the Customer;

- (i) The Company shall not be liable for the consequential loss or cost under any circumstance, and what so ever, such as but not limited to loss of profit, loss of client, extra custom tariffs, duties, penalties, changes of trade barriers, depreciation of currencies, and the various exclusions and limitations as provided in this agreement shall apply;
 - (j) TWF shall not in any circumstances be responsible for damages which are attributable to delay in delivery;
 - (k) TWF can, by no means, be liable if the goods have been carried by the client or his representative. The Company shall not be liable for consequences of loading and unloading operations, which it has not performed.
 - (l) In respect of freight forwarding activities, the Company shall under no circumstances be liable for any loss, damage and expenses towards the goods for any reasons whatsoever when the said goods are in the custody, possession or control and influence of sub-contractors as selected by the customer. The sub-agents are considered and deemed to be independent agents for an on behalf of the client /customer;
 - (m) The referred defences and limitations shall apply to the Company and its sub-agents, its employees, its affiliates, its network of agents or vendors or transporters/warehouse keepers on application of reasonable due diligence in discharge of their duties during the custody or the control on cargo.
- iv. He is duty bound to advice correct particulars and information in respect of the goods, namely, all marks, weight, volumes, numbers, brands, contents, description, nature of goods , and they not being hazardous or dangerous to the property and life of third parties, values and another information as applicable ;
 - v. The goods are fit to be carried and stored in the condition and packaging in which they are tendered to the freight forwarder, and comply with the specific countries notification in respect of their use of packing material / free from all pest and duly fumigated, as applicable, unless, the customer has advised the Company for appropriate packing and tendered the goods for packaging and forwarding on their behalf for additional consideration.
 - vi. The customer and the owner have complied with all the applicable laws and obligations and have obtained all the necessary consents and authorisation in respect of the goods, their packing norms, handling and the carriage of such goods.
 - vii. The customer warranties to advice the freight forwarder the nature of the cargo namely with respect to it being hazardous or inflammable which can cause damage to the property and the life of third parties/other cargo/warehouse keepers/transporters very apparently with suitable prescribed marking on packaging and on documents and is responsible for all consequences and damages arising out of the failure to declare such cargo accordingly.
 - viii. Any such hazardous or dangerous cargo; valuable cargo: gems, jewellery or any metals of high values or perishable cargo or any livestock are subjected to specific prior agreed terms of transportation and customer will undertake packaging and requisite exhibits on all packages and declaration on all documents.
 - ix. The customer hereby indemnifies the freight forwarder on demand against all claims, losses, cost and expenses, penalties and fines or any other liability arising in consequence of a breach of any warranty or representation set out in the provisions herein.
 - x. The customer shall not hold the freight forwarder responsible for any damage arising as a consequence of its failure in advising the freight forwarder for any specific requirement with respect to special care packing/handling/storage or for carriage and the freight forwarder has taken reasonable care as would have been for any other normal cargo.
 - xi. If the Customer delivers drugs, smuggled goods or other material and items whose possession or transport are prohibited to the freight forwarder for reasons of implementing freight forwarding services, the freight forwarding contract shall be deemed null and void and the Customer shall bear all the consequences of such an act and shall pay the freight forwarder for the services rendered, shall reimburse all damages (direct or indirect) and all costs relating to the implementation of freight forwarding services for such freight (operating costs, overhead costs, etc.). The freight forwarder shall be obliged to handle such freight in accordance with the valid rules and regulations and all costs and consequences of such actions shall be borne by the Customer.

(C) Insurance

- i. The Company (or its agents) does not provide insurance cover against the loss or damage of cargo unless specifically requested by the customer/client in writing in advance;
- ii. The Company assumes, that unless advised for insurance the client/customer is covered for all risks and consequences;
- iii. In an event the client/customer has advised to obtain insurance, the Company (or its agents) would undertake to arrange for the cover as an agent of the client/customer with the beneficiary instruction as per the terms of shipment for a consideration (premium payments) and the applicable clauses and in such cases the general clause; warranties; exemption and limitation of the Insurance companies as applicable will apply ;
- iv. Whether or not the insurance cover is arranged by the Company, the policy of the client should note the Company interest as freight forwarding and logistic agents and hold the Company harmless from any loss or damage not attributed to the deficiencies in performance of duties.

(D) Warranties by the Customer/Client

The customer/client hereby represents and warrants that:

- i. He has the full and exclusive legal and beneficial ownership title of the goods or he is the authorised agent of the person with such a title.
- ii. He is authorised to accept and is accepting these term and conditions not only for himself but also as agent for an on behalf of the owner.
- iii. He is competent and has all the knowledge of the matter affecting the conduct of his business in so far as relevant to the carriage of goods, including his contractual and other obligations and need for insurance.

(E) Forwarding Agent

- i. The Company when performing the service of freight forwarding acts as an agent of the customer and not as a

- common carrier except when it issues its own MTD documents for carriage of goods as in Clause (D) (iii)
 - ii. The Company in such a situation is not a carrier but shall procure or arrange the services of carriage and handling of goods to be undertaken by such person or subcontracted agents on behalf of the main customer. In these contexts, any contract shall be deemed to be the direct contract between the customer and such third party.
 - iii. In case where the Company has undertaken the transportation of goods as a Multi Modal Transport Operator and has issued its own MTD document, the company performs such services as carrier of the goods and accepts the goods for transport to the destination as per the terms of transportation under the MTD .
 - iv. The Company when acting as freight forwarder on behalf of the customer shall be entitled to enter into and vary contracts on behalf of the customer and the customer is deemed to have accepted and ratified the same for
 - a. The carriage of goods by any route means and carriers as the freight forwarder deems fit.
 - b. Handling of goods by any person, at any place and for any length of time.
 - c. Any other contracting/sub-contracting which the Company may deem it necessary in the performance of the duties.
 - d. Acts which the freight forwarder deems fit based on the circumstance in the overall interest of the customer and the same shall be binding on the customer.
 - v. The Company and the contracted vendors or any other sub-contracted parties will have the defence to the limitation of the liabilities for damages or loss of cargo as prescribed in these terms and shall be binding on the customer subject to the prima facie performance of the duties with reasonable prudence, skill and care.
 - vi. The Company and its sub-agents do not warrant and shall not be under obligation to the customer to carry/store/handle the goods separately from the other similar or general cargo unless the cargo description warrants the separate treatment and is covered by a separate specific contract in writing as described in the terms and conditions herein.
 - vii. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of such third parties selected by the customer in course of performance of activities as freight forwarders.
 - viii. The Company when storing the goods as part of the freight forwarding activity or transportation of goods under MTD is bound to rely on the declaration of the customer or its agents as to the nature of the goods and the apparent condition without verify the contents and the quality. The customer warranties that all declarations are correct and shall keep the Company harmless and indemnified from all cost, levies, charges, in an event of the any damage to the third party goods arising out of such incorrect warranties.
 - ix. The Company shall recover storage charges as per the agreed contractual terms based on the period of the storage and the same shall be paid as per the terms of contract. Delay in removal of stored items beyond the agreed period will make the customer liable to pay 150% of the normal storage charges agreed with the Company and in case of continued default, the Company can move to sale the good on giving notice to the customer.
- i. The freight forwarder's charges shall be fully earned on receipt of the goods by the freight forwarders and are payable on a non-refundable basis irrespective whether the goods are delivered to the consignee or not;
 - ii. The freight forwarder charges and the quotation are based on the costing prevailing as on that date in respect of freight, port charges, exchange parity, duties, levies, surcharges, special route charges, congestion charges; any levies to counter the climatic variation, etc. In an event of changes in any of the charges, the Company shall be entitled to the recovery of the revised charges from the customer notwithstanding whether revised quotation were given and or approved by the customer, and the customer is under obligation to honour the payments of any or all such revised charges when invoiced and due.
 - iii. The freight charges are also dependent on the declaration of weight, volume, description, labelling, nature of cargo; the Company or its carrier or any sub-agent may undertake to re-measure the volume, weight, description and in the event of any changes, the customer is obliged to pay the charges as applicable due to revision of the said changes by consequences of correct weight/measurement and the accurate description of the goods.
 - iv. The Company charges are due and payable when the invoice is submitted unless the specific credit is approved in writing by the Management of the Company in which case the customer/client will arrange payments strictly as per the pre-approved credit and delay beyond the approved limits shall be deemed to the default by the customer.
 - v. In the event of the default by the customer in making payments to the Company as per the due approved credit day, the Company is entitled to the levy of interest at the rate of 1.75% for each month or part thereof and recover it from the customer. The Company shall have a further right to seek legal recourse for the recovery of dues in the event of non-payment as per the due date and extension of credits beyond the approved credit period and the cost of such legal recourse/ incidental expenses to be borne by the customer. The Company reserves its right without prejudice to seek suitable legal recourse available and in addition to those mentioned above to enable the Company to recover the due amount with interest and the legal cost as the case may be.
 - vi. The Company is not obliged to advance duties, levies port charges and other reimbursement on behalf of the customer, unless, there is a prior agreement in writing to the specific advancement of these charges by the Company on behalf of the customer; in such an event the Company shall be entitled to receive advance charges from the customers.
 - vii. The Company may at its discretion, advance the payments of duties, levies, port charges, other reimbursements; in such an event the customer is obliged to pay this immediately on receipt of debit note/reimbursement advice/invoice.
 - viii. In the event of any delay from the customer in tendering of the advance payments to the Company and as consequence thereof, the cost have changed, or the Company has incurred additional storage, warehousing, inventory holding cost by whatever name called, and increase in levies and surcharges, delay in performance of the deliveries over that of the agreed time schedule, the customer is obliged to pay and reimburse all the cost to the Company and keep the Company harmless from any damage or loss arising therewith or to their sub-agents or the carriers or any third sub-contractors. If at any time, the customer defaults in terms of payment, any subsisting obligation of the Company may be suspended at the cost and the risk of the customer and the Company shall not be under any liability to the customer or the owner during any such period of suspension. The customer shall indemnify the Company

(F) Charges

- for all charges included for storage and warehousing/extra movement or holding of such cargo/disposal of perishable cargo/moving of cargo to alternative sites etc. and shall not hold the Company responsible for any loss or damage of cargo.
- ix. All levies/service tax/withholding tax whether specified at the stage of quotation or not are due and payable, as per the statute applicable, as extra. All charges are exclusive of taxes/ GST/ service tax and the customer is obliged to pay accordingly. Any non-payment tantamount to default by the customer and the Company shall have recourse to recover these charges.
- x. In an event, the Company is not able to recover the invoice for freight/or charges for storages, warehousing/holding/transportation of the cargo due to NON acceptance of delivery or creating obstacles for delivery warranting extra storages, the Company shall have the right to recover such charges from the other party, i.e. from the shipper for the failure of the consignee in performance of their act.

(G) Lien And Pledge

- i. The Company has a lien on the cargo and the content of containers in an event of the default by the customer in the payment of freight and other dues of the Company Notwithstanding whether other available legal recourse has been initiated or not, the Company would continue to hold the cargo till the realisation of the previous dues. Further, the Company has right of lien of goods of the customer for the previous/or any default and need not be or related to the freight charges on the referred shipments.
- ii. If the monies due to the Company are not paid forthwith after notice has been given to any person from whom the monies are due, the goods or any other goods that are detained for the payments of the dues, they may be sold in auction or otherwise at the sole discretion of the freight forwarder at the expense of such persons; the net proceeds of sale applied in or toward the settlement of over dues/indebts, and refund the balance available if any to the customer. Any such sale or disposition shall not prejudice or affect the right of the Company to recover from such persons any balance dues or amount payable to the Company in respect of service provided here under or cost of any such detention and sale or other disposition.

(H) Sale and Disposal of Goods

The Company shall be entitled at the expense of customer to sell or dispose of:

- i. On the expiry of 21 days' notice in writing to the customer or where the customer cannot be traced, after such goods have been held by the Company for 90 days, all goods which in the opinion of the Company cannot be delivered, either because they are insufficiently or incorrectly addressed or they are not collected or accepted by the consignee or any other below reasons;
- ii. Any perishable goods, without notice to the customer or the owner which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or they are not collected or accepted by the consignee or which in the opinion of Company appear to be deteriorating or is likely to perish during the course of freight or on carriage or on handling of the goods;
- iii. The process of sale is as refined in the above para F(ii).

(I) Liabilities of Freight Forwarder

- i. The Company shall be liable for accurate, conscientious, with due skill and diligence arrange organization of the transport order. The Company shall be liable for any damage resulting from the non-performance of contractual obligations.

- ii. TWF is responsible for the choice and instruction of the contracted sub-agents as carriers, forwarding agents, warehouse-operators, etc. but shall be relieved from liability, if the choice has been done carefully and the received transport instructions have been transmitted to the sub-agents in accordance with the transport order. In that case, TWF may relinquish its rights against responsible sub-agents to the customer.
- iii. In case of joint legal action against TWF and its employees, whether regular or temporary, the maximum indemnification shall not exceed the limits provided for in article (J) hereafter.

(J) Forfeiture and Period of Limitation/Set-Off

- i. The Company upon delivering the good to the consignee, the consignee shall check the condition of the goods, the quantity, the number and weight of packages and shall immediately report any apparent defects and missing items.
- ii. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations/complains of damage/short arrival or loss of items in writing within 48 Hours after delivery.
- iii. The notice for complains/reservations of damage/short arrival or loss should be further supported with all the surveyor reports/inspection agencies reports/picture on de-stuffing/picture of packages with apparent damages on the packages if any, along with all the relevant documents within 6 (six) working days from the delivery of the cargo and within latest 4 (four) working days from advice of intimation as of (ii) above.
- iv. In the absence of adequate documents and within the time schedule prescribed, any claims directed against TWF shall be forfeited.
- v. The Company should be allowed access for the joint inspection of the damaged cargo and to the salvage and should be in a position for the reasonable assessment of the derivation of loss; upon payment for the damage the Company would have the right to the value of salvage or such value will be deducted from the value of the claims so determined.
- vi. In an event of the claim being preferred on multiple agencies by the customer, the liability of the Company stands reduced to the value of the claim accepted by the other parties and, in no case the value of the claims be aggregated; this is for the avoidance of the customer making unjust enrichment out of multiple claims. In case of freight forwarding activity, the Company being the agent of the customer and not the carrier, will be the last in the sequence to meet the liability of the claim only after all the other parties to the chain have met with their part of the claim.
- vii. In case of delay where the performance of contract is undertaken with certain time commitment by express contract in writing the delay is deemed to occur in the following case;
 - (a) Where the Company has caused the delay in delivery beyond a reasonable time required to be delivered based on the circumstances;
 - (b) Delay in delivery beyond 90 days from the date of agreed/expected delivery dates.
- viii. In the above cases, the claim for delay is limited to freight charges for the said cargo. Company would however, be relieved from the payment of the claim for delay in an event the delay has not been caused directly by the act of the Company and the Company has exercised due prudence with reasonable skills and care in the selection of carrier as per their committed time schedules and the delay is beyond the area of control and influence by the Company .

(K) Liabilities for transportation under MTD

Transportation of goods under the issuance of MTD is subjected to the provisions of the standard conditions governing Multi Modal Transport Documents issued in accordance with the Mutli Modal Transportation of goods Act 1993.

The Multi Modal Transporter undertakes the transportation of goods and services as mentioned from the place of receipt of goods till the place of delivery and is responsible for the performance of the duties with reasonable skill, care and diligence. He is liable for the loss or damage until the completion of the performance.

The provision referred to in the earlier paragraph in respect of the basis of contract, insurance, warranties by customer, charges, lien and pledge, sale and disposal, forfeiture and period of set-off are applicable in respect of transportation under MTD and the defence/limitation of liabilities as enumerated above and as available under the act are applicable to the Company. The Company as MTD under the issue of MTD, and its sub-agents shall not be liable for damage or loss including for all and any act performed by him or his agents, in case, he and his agents have performed the job diligently and there is no lack of performance by the MTD operator or its agents. That the MTD operator, its servants, agents, sub-contractors have taken all measures and steps that are reasonable required to avoid the occurrence of these causes which have caused losses/damage.

- (i). The basis of liability in case of where the value of goods is not declared the loss is restricted to:
- a. maximum of 2 SDR (special drawing rights) (approx. 1 SDR = 1 USD) per KG
 - b. or maximum of 666.67 SDR per unit of package damage, whichever is higher.
 - c. in an situation where the transportation involves not only by sea and land, the liability of MTD operator is limited to 8.33 SDR per KG in any situation.

Provided however, the value will NOT exceed the value of loss suffered.

d. In the event of delay as per the commitment in writing, beyond a reasonable time caused by the MTD operator or for deliveries beyond 90 days of expected deliveries the liabilities for loss is limited to maximum of freight payable for the delayed cargo, and in any case cannot exceed the total freight payable on the MTD.

(L) Delivery / NO – Delivery

If the consignee fails to take delivery of the goods within a reasonable time after the MTD operator has called upon him to take the delivery, MTD operator shall put the goods in safe custody at the risk and the cost of the consignee and to place the goods under sale as stated in the terms and conditions herein.

The MTD operator shall be discharges of its due performance where more than ONE original set of negotiable instruments are issued and ONE of them is surrendered at destination to the agent of the MTD and the delivery is obtained in normal course of performance in good faith.

Limitation and period of set-off as mentioned in the (L) above would be applicable with reference to the time limitation of submission of claim.

(M) Notice of claim

The Company/freight forwarders/MTD operator shall not be liable to the customer/owner for any damage or loss unless:

- i. Written notice of any claim with full particulars of the events alleged damage or loss is received by the freight forwarder as defined in the (K) above;
- ii. TWF is allowed accessibility of inspection/joint inspection for determination of alleged damage.

(N) Limitation of Action

Any action relating to Multi Modal Transporter under the applicable conditions shall be time barred unless the judicial proceedings have not been initiated within a period of 9 (nine) months after:

- i. The date of delivery of goods.

- ii. Or the date when the goods should have been delivered,
- iii. The date on and from which the party entitled to receive has the right to treat the goods as lost.

(O) Jurisdiction

The judicial proceeding relating to the contract for transportation is subject to

- i. UAE jurisdiction, the same being the primary place of business of the Company.
- ii. Further in case of proceedings under MTD, the plaintiff may have an option to file judicial proceeding at the place where the contract was executed or the place where the good were received and the dependents have a place of operation or agency at such a location. . (Discussion is required)

(P) Arbitration

Any difference of opinion or dispute may preferable be settled by arbitration in UAE under DIFC.

(Q) Severability

In an event of invalidity or enforceability of any of the provision of these terms and conditions shall not affect the validity or the enforceability of any other part of the terms and conditions, and such non applicability would restrict only to those specific paragraphs applicable for that instance/contract.

(R) Claims in Tort

The defense and the limits of liability as provided for in these conditions and those applicable under the transportation of goods by MTD shall apply in any action against the Company for loss or damage of the goods whether the action is founded in contract or in Tort.

(S) Employee liability

Any legal action against the employees or any managerial persons of the Company for the loss or damage of goods shall be admissible as per the above terms and the limits provided in the terms and conditions herein and such claim shall not be in addition to the claims on the Company. All defendants will be eligible to claim defense and the maximum indemnification on all claims will be as per the limit provided in aggregate as per the various provisions contained herein and the limitation clauses provided they have performed their duties diligently.