

Standard Trading Conditions of The Kanoo Group KRT LLC

- All and any business undertaken by the Company which references the Standard Trading Conditions of The Kanoo Group KRT LLC is transacted subject to the conditions hereinafter set out and each and every condition shall be deemed to be a condition of an agreement between the Company and its Customers (the "Conditions"). These Conditions shall supersede any additional terms of contract in conflict with these Conditions. In these Conditions, "Company" means The Kanoo Group KRT LLC (Dubai Licence No. 224533) and "Customer" means a person entering into transactions of any kind with the Company and a Customer is defined to include the senders, owners and consignees of any goods and their agents (if any).
- The Company is not a common carrier. Whenever the Company is instructed to undertake or arrange transport, storage or any other services, it shall be authorized to entrust the goods or arrangements to third parties subject to the latter's contractual conditions. The Customer shall be bound by such conditions and shall indemnify the Company against any claims arising out of their acceptance.
- Customers expressly warrant to the Company that they are either the owners or the authorized agents of the owners of any goods or property the subject matter of the transaction, and by entering into the transaction they accept these Conditions for themselves as well as for all other parties on whose behalf they are acting.
- Subject to express instructions in writing given by the Customer, the Company reserves to itself complete freedom in respect to means, route and procedure to be followed in the handling and transportation of goods.
- The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Shipping and Forwarding Agents and Insurance Brokers.
- Quotations are given on the basis of immediate acceptance and are valid as per the terms and conditions mentioned therein and are subject to the right of withdrawal or revision without assigning any reason therefore. If any changes occur in freight tariff, insurance premium or addition or revision of any surcharge or any other charges on shipment at the time of actual shipment, the same will be notified to shipper for approval, prior to cargo handling.
- The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values or other particulars furnished to the Company for customs, consular and other purposes and they undertake to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.
- The Company shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with marks, weight, numbers, brands, contents, quality or descriptions of any goods.
- The Customer shall be liable for any duty, tax imposed or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expense, loss or damage incurred or sustained by the Company in connection therewith.
- All prices are exclusive of value added tax ("VAT") and any other taxes applicable to the Company's supply of services, which the Customer shall additionally be liable to pay at the applicable prevailing rate to the Company.
- No insurance will be affected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.
- The Company shall not be liable for delay or detention of goods or for any loss, damage or deterioration arising there from except upon proof that the delay, detention, loss, damage or deterioration, was due solely to the willful negligence of the Company or the Company's servants.
- The Company shall not in any case be liable for: (a) loss of a particular market; or (b) indirect or consequential damages; or (c) loss or damage where such loss or damage arises from either (i) insufficient or improper packing or addressing; or (ii) the perishable, hazardous, fragile or brittle nature or the mechanical arrangement of the goods; or (iii) riots, civil commotion, strikes, lockouts, stoppages or restraint of labour from whatever cause, whether partial or general; or (iv) failure by the consignee to take delivery within a reasonable time.
- In no case shall the liability of the Company exceed the value of the goods irrespective of the mode of transportation. The following schedule will be applicable for goods lost or damaged, whichever shall be smaller: Air Freight at US\$ 20/- per kg, Sea Freight at US\$ 10/- per kg and Surface Transport at US\$ 10/- per kg (with liability capped at a maximum of 30,000 kilograms or 30 tons per truck, at these rates). In case of furniture, plate, china glass and household effects of any kind, the liability of the Company, irrespective of the mode transport of the goods, for any one article, suite of furniture, service or complete contents of a package, shall be limited to US\$ 100/- per package or unit.
- In case of goods of a value exceeding US\$ 100/- per package or unit or the equivalent of that sum in other currency, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the Ship-owners' liability under Article IV, Rule 5 of the *Carriage of Goods by Sea Act, 1924*, except upon express instructions given in writing by the Customer.
- In the case of carriage by air, no optional declaration of value to increase the Air Carrier's liability under the carriage by *Air Act, 1932*, Article 22 (2) of the First Schedule will be made except upon express instructions given in writing by the Customer.
- In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers, warehousemen or others, no declaration of value (where optional) will be made for the purpose of extending liability, and goods will be forwarded or dealt with at owners' risk or other minimum charges, unless express instructions in writing to the contrary are given by the Customer.
- Instructions to collect payment on delivery (C.O.D) in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
- Perishable goods, which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable may be sold or otherwise disposed of without any notice to the senders, owners or consignees of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery.
- Non-perishable goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be sold or returned at the Company's option at any time after the expiration of twenty-one (21) days from notice in writing sent to the address which the sender gave to the Company on delivery of the goods. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the Customer. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact.
- Except under special arrangements previously made in writing, the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Any person delivering such goods to the Company or causing the Company to handle or deal with any such goods (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties claims and damages costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression "*goods likely to cause damage*" includes goods likely to harbour or encourage vermin or other pests.
- Except under special arrangements previously made in writing, the Company will not accept bullion, coins, precious stones, jewelry, valuable, antiques, pictures, livestock or plants and the Company will not accept any liability whatsoever for any such goods except under special arrangements previously made in writing.
- Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the owner's risk and expense.
- All goods (and documents relating to goods) shall be subject to a particular and general lien for moneys due either in respect of such goods or for any particular or general balance or other moneys due from the Customer to the Company. If any monies due to the Company are not paid within one (1) calendar month after notice has been given to the person from whom the moneys are due to his or her last known address that such goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the proceeds applied in or towards satisfaction of such particular & general lien.
- The Company may unilaterally adjust its prices to a Customer at any time prior to, or during the performance of any services for a Customer if there is any change in the price of diesel fuel supplied to the Company. Any change in the Company's prices to a Customer shall take effect no later than fifteen (15) days from the date of the Company's written notice to a Customer notifying them of any change in the Company's prices.
- The servants, employees and agents of the Company shall be entitled to the benefit of all provisions in these conditions which exclude or restrict tortious liability of any kind.
- These Conditions, and any act or contract to which they apply, shall be governed by the laws of the United Arab Emirates and any dispute arising out of or in connection with these Conditions and any such act or contract shall be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai.
- The Company shall not under any circumstances be liable for loss or damage resulting from fire, water, explosion or theft, whether caused by negligence of the Company's servants or otherwise.
- In the event of unexplained loss of goods in the custody of the Company, the liability of the Company shall not exceed the limits defined in paragraphs 14 and 15 of these conditions.
- It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THESE CONDITIONS OF CONTRACT. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
- It is agreed that the goods herein are accepted subject to issuer's conditions of contract. If the carriage involves an ultimate destination or stop in a country other than the country of departure, The Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of, damage or delay to cargo. Agreed stopping places are those places (other than the places of departure or destination) detailed under "Routing" herein and/or those places shown in the timetables of any carriers performing carriage hereunder as scheduled stopping places for the route.