

**Standard Terms of Contract**Date 24<sup>th</sup> October 2008

The Company means Astro Air Express Limited

Consignment means any articles of any sort, which may be, or intended to be, received by the Company from any one consignor at any one address for carriage and delivery at any one time to any consignee at any one other address

The Customer means the person requesting the Company to transport the consignment.

**The excepted risks means**

- a. War, invasion. Act of foreign enemy, hostilities ( whether war be declared or not)> Civil war, rebellion, revolution, insurrection or military or usurped power or loot, sack, or pillage in connection therewith and/or.
- b. Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- c. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, and /or.
- d. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and /or
- e. The absence , failure or inadequacy of packing or packaging

**Liability of the Company**

- Note. Where the customer deals with the Company as a consumer the provisions set out hereunder do not and will not effect his statutory rights.
- a. The value of the property intended to be carried and/or delivered under this agreement and also the amount of any consequential loss which might arise from damage or loss to or of the said property are matter which are better known to and/or more readily ascertainable by the Customer than the Company, indeed to some extent they cannot be known to the Company but are under the control of the Customer.
  - b. The potential extent of the extent of the damage ( as defined in f below) that might be caused or be alleged to be caused to the Customer is disproportionate to the sum that can be reasonably be charged under the agreement
  - c. The Company is not able to obtain insurance giving unlimited cover for its potential liability to its customers under agreements such as this and in any case even insurance giving limited cover for such liability is more difficult and more expensive to obtain than insurance in respect of any loss of or damage to his own property or loss arising there from which insurance the customer should be able to, and should obtain
  - d. The Company is concerned to keep down the costs of the services it provides to its customers under agreements such as this
  - e. In the circumstances the Company intends to limit its liability for any damage caused to the customer ( as defined in f below) to amounts, which are not out of proportion to its charges hereunder , namely the amount defined below.
  - f. In this agreement "damage caused to the Customer" means any damage suffered by the customer (including for the avoidance of doubt any loss of or damage to any Consignment and loss of any kind whether direct or consequential  
However arising caused by any negligence, breach of duty or other wrongful act or omission (which phrase whether it appears in this agreement Includes any deliberately wrongful act or omission and any breach however fundamental, of any express or implied of the agreement) on the part of the Company its servants or agents
  - g. It is difficult to investigate claims received weeks after the loss or damage is alleged to have occurred

The Company and the Customer agree to the following Limitation of Liability.

**UK Domestic Shipments Liability**

Consignments No consignments will be accepted for carriage which contains Items listed as restricted goods  
The Company accept no liability for loss, damage, mis-delivery or late delivery of the same, unless agreed in writing before transit commences  
we will not cover consignments containing  
Perishable Foods, Food, Liquids, Paints, Inks, Plants, Drugs, Alcoholic Beverages, Animals and Insects.  
The Company will not be liable to you for any loss, damage, mis-delivery, non delivery or delayed delivery of any consignment which occurs as a direct or indirect result of. The consignment being insufficiently or improperly packed. The consignment being incorrectly addressed or labelled. Failure by the consignee to accept delivery of a consignment

**Time Limit.**

We will not be liable for damage, loss mis-delivery or non-delivery of any consignment unless we are notified the same within.  
Three working days of the date of the delivery if the delivery is signed as having been received in good condition.  
Seven working days of the date of delivery if the whole consignment has been lost, in all other cases, and you must make a written claim against the Company within 21 days of the date of delivery or the due date of delivery.  
Where liability is accepted by the Company or Agent , you acknowledge that a claim excess will apply to each and every claim and that the first £55.00 Of any such liability will not be recoverable.

**International Shipments Liability**

- a. Provision as to liability of the Company its servants or agents  
So far as concerns damage caused to the customer the company shall be liable to the Customer ( and then only to the limited extent set out below) only if and in so far as such damage is caused by the negligence breach of duty or other wrongful act or omission of the Company itself or its directors or servants acting within the course of their employment

Provisions as to limitation of the amount of liability of the Company  
If whether pursuant to the provisions set out herein or otherwise any liability to the customer shall arise on the part of the Company, its servants or agents (whether under the express or implied terms of this agreement however fundamental or in negligence or in any other way, however fundamental may be the breach of any duty). For any damage caused to the Customer, such liability shall in all cases whatsoever be limited to the payment by the Company on its own behalf and on behalf of its servants and agents by way of damages.

- a. In the event of loss or damage to the whole consignment of a sum not exceeding whichever id the greater of an amount calculated at the rate of £1000 per tonne on the gross weight of the consignment and £50.00 in respect of all other services
- b. In the event of loss of or damage to part of the consignment of the proportion of the ascertained in accordance with sub-clause a above which the actual value of that part of the consignment bears to the actual; value of the whole.  
In respect of any claim arising other than as a result of loss of or damage to a consignment or part thereof, or sum not exceeding £50.00 in respect of one consignment.

**Provided That:** Nothing in sub-clauses a and b above shall limit the Company liability for damage to the customer below the sum of £50.00 in respect of any one Consignment.

The company shall be entitled to require proof of the value and weight of the whole of the consignment and any part or parts thereof.

**Provisions as to notification of claims**

The Company its servants or agents shall not be liable to the customer in any circumstances or to any extent whatever in respect of damage caused to the customer unless written notice is received by the company at its head office within 14 days in the case of damage to the whole or part of a consignments or loss of part of a consignment and in all cases 21 days of the date upon which the consignment was collected or received by the Company

**Special Provisions as to the excepted risks**

The Company and its servants or agents shall not in any circumstances whatever be liable for any damage caused to the Customer arising directly or indirectly from or in consequences of any the excepted risks or any expenses whatever resulting or arising there from

**Special Provisions as to labelling**

The Company its servants or agents shall not in any circumstances whatever be liable for any late delivery or misdelivery or non delivery caused or Contributed to by any deficient or ambiguous labelling of the consignment

**Provision for Indemnity by the Customer**

The customer shall for all purposes be treated by the Company and its servants or agents as sole beneficial owner of any and every consignment and it is subject that if any person shall in respect of any Consignment or part thereof make ant claim against the Company its servants or agents arising out of the subject matter of this agreement whether arising out of any negligence breach of duty or other wrongful act omission by the company its servants or agents or otherwise in respect of any load or damage(including loss of any kind whether direct or consequential agents or beyond the liability of the Company the customer, as limited herein, the customer shall indemnify the Company its servants or liability to the Customer, or in so far as such claim Shall cause the total liability of the Company to the Customer and all such claimants to exceed the limited sums in Clause 2 above.

