

CONDITION OF CARRIAGE

The shipment is accepted by DARBBAR AIRSA Courier & cargo LLC, its employees and agents referred to collectively hereinafter as “DARBEX Courier & cargo LLC” subject to the terms and conditions set out hereunder:

1. THE WAYBILL

- 1.1 The DARBEX waybill is non negotiable and the shipper acknowledges that is has been prepared by the shipper or by DARBEX on behalf of the shipper.
- 1.2 The responsibility of DARBEX for the shipment accepted under a waybill ceases when the consignee acknowledges the receipt of the shipment by affixing his signature on WAYBILL or the delivery sheet.
- 1.3 All shipments under the waybill are carried at owner's risk.

2. SHIPPER'S OBLIGATION AND ACKNOWLEDGEMENT

- 2.1 By tendering materials for shipment via DARBEX, it is deemed that the shipper agrees to the terms and conditions stated herein.
- 2.2 The shipper warrants that he is the owner or the authorized agent of the owner of the goods transported here under and that the shipper hereby accepts DARBEX terms and conditions for itself and / or as an agent for and on behalf of any other person having any interest in the shipment.
- 2.3 The shipper warrants that each article in the shipment is properly described on this waybill and it does not contravene the provisions of the United Arab post office Act or any other law for the time being in force and has not been declared by DARBEX Courier & cargo LLC to be unacceptable for the transport as specified under section 12 below and that the shipment is properly marked and addressed and packed to ensure safe handling.
- 2.4 The shipper shall be solely liable for all costs and expenses related to the shipment and for costs incurred either in returning the shipment to the shipper or warehousing the shipment pending such return.
- 2.5 The shipper accepts the conditions that the shipment is being carried by DARBEX from point of rendering only up to the address shown on this WAYBILL and incase this shipment has to be rerouted / redirected / returned for any reason whatsoever the shipper shall pay in advance all charges levied by DARBEX for such rerouting / redirection / return as per the normal schedule of the DARBEX . DARBEX will hold such shipments at destination mentioned on the WAYBILL for maximum period of ten days from the date of shipment. Thereafter DARBEX reserves the right to destroy the shipment without informing the shipper and the shipper shall indemnify DARBEX against any claim or liability.
- 2.6 packing of the material rendered for the shipment is the responsibility of the shipper including the placement of such materials inside the containers supplied by DARBEX if any, not withstanding anything else in these terms and conditions.

3. DARBEX RIGHT OF INSPECTION OF SHIPMENT

- 3.1 DARBEX has the right but not the obligation to open and / or inspect the shipment.
- 3.2 DARBEX reserves the right to refuse shipment not conforming to these terms and conditions without assigning any reasons whatsoever.

4. INSURANCE

- 4.1 DARBEX does not provide for any insurance. While DARBEX shall take all precaution handling the shipment of the SHIPPER, the SHIPPER may if he so desires insure his shipment at his own cost.

5. ANY DUTIES TAXES OR LIABILITIES

- 5.1 Any duties or taxes or levies as may be applicable on this shipment will be payable by the consignee at the time of delivery of the shipment. DARBEX reserves the right of lien on any shipment till all its duties if any are paid in full.

6. CHARGEABLE WEIGHT

- 6.1 Every shipment shall be charged by its chargeable weight as defined hereunder and not the actual weight. The chargeable weight shall be higher of (a) the actual weight rounded off to the next higher half Kg. as per the rate category agreed to or (b) the volume weight similarly rounded off as in (a) above.
- 6.2 Volume weight of the shipment in Kilograms is its gross cubic centimeters i.e. length * width * height divided by 5000.

7. LIEN ON GOODS SHIPPED

- 7.1 DARBEX will have a lien on goods shipped all freight charges. DARBEX may refuse delivery of goods pending payment of any amount due for services provided by DARBEX under this arrangement.
- 7.2 Further such charges are not paid to DARBEX within 10 days then DARBEX may store the goods at the defaulting shipper's / consignee's own risk.
- 7.3 DARBEX reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even destroy the goods without prejudice to DARBEX's other legal remedies to recover its costs, charges and expenses if the charge as indicated aforesaid are not paid by the shipper/consignee within ten days except for the restricted / banned items of goods as indicated in section 12 hereunder.
- 7.4 DARBEX does not carry any perishable goods. However, in case of perishable Goods, DARBEX

shall have the right to dispose or sell the goods immediately and without any notice and The shipper shall keep DARBEX indemnified against all claims, charges and expenses incurred by DARBEX due to such perishable goods entering network of DARBEX .

8. LIMITATIONS OF LIABILITY

- 8.1 Without prejudice to section 9 and section 10 the liability of DARBEX for any losses and/or any damage to the shipment (which term shall include all documents or parcels consigned through DARBEX) shall be lowest of (a) USD 30 in case of international shipment and IRR 300/000 for Domestic shipment or (b) the amount of losses or damage to the document or parcel actually sustained or (c) the actual value of the parcel as determined without regards to the commercial utility or special value to the shipper.
- (1) The actual value of the document or parcel shall be ascertained by reference to the cost of preparation replacement or reconstruction value at the time and place of shipment but under no circumstances shall exceed USD 30 for international shipment and IRR 300/000 for Domestic shipment.
- (2) The actual value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost by repair or replacement, resale or fair market value not exceeding the original cost of the article actually paid by the shipper subject to and within overall limit of USD 30 for international shipment and IRR 300/000 for Domestic shipment.

9. CONSEQUENTIAL DAMAGE EXCLUDED

- 9.1 DARBEX SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OR OTHER DIRECT OR INDIRECT LOSS WHATSOEVER ARISING whether or not DARBEX has acknowledged that such damages might be incurred, including but not limited to loss of income, profits, interest, utility or loss of market.

10. LIABILITIES NOT ASSUMED

- 10.1 In particular DARBEX will not be liable for any loss or damage to the shipment or delay in picking up or delivery of shipment if it is:
 - a. Due to the Acts of God, occurrence of any cause reasonably beyond the control of DARBEX, or loss or damage by strike, riots, political disturbances, fire and accident to the vehicle carrying the goods.
 - b. Caused by
 - (1) The act, fault or omission of the shipper, the consignee or any other party claiming any interest in the shipment (including violation of any terms or conditions thereof) or any other person.
 - (2) Carriers as Airlines or Airways not adhering for any reason whatsoever.
 - (3) Government officials in discharge of their official duties of inspection etc.
 - (4) The nature of the shipment of any defects characteristics inherent vice thereof.
 - (5) Electrical or magnetic injuries and/or erasure of other such damages to photographic images or recording of any form.
- 10.2 The shipper indemnifies DARBEX against loss, damages, penalties, actions proceeding etc. that may be instituted by any Government Officials in discharge of their Official duties.
- 10.3 Notwithstanding what is stated above whilst DARBEX will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery. DARBEX WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DELAY IN PICKUP TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF CAUSE OF SUCH DELAYS.
- 10.4 No liability is assumed for any errors and/or omissions in any information / data which are imparted in respect of the shipment travelling under the AIR WAYBILL.

11. CLAIMS

- 11.1 Any claim must be brought by the shipper and be delivered in writing to the office of DARBEX nearest to the location at which the shipment is accepted within 30 days of the date of such acceptance. No claim can be made against DARBEX beyond this time limit.
- 11.2 No claim for loss or damage will be entertained until all charges have been paid. The amount of any such claim will not be deducted from any transportation charges to DARBEX.

12. MATERIALS NOT ACCEPTED FOR CARRIAGE

- 12.1 “Except as per written agreement between shipper and DARBEX, DARBEX will not carry materials listed hereunder:
 - a. Not permitted by the laws/rules/restrictions in force and
 - b. Any items notified by DARBEX to be restricted/ banned/ dangerous/ prohibited items, including share certificates and blank signed shares formst, bank check, cash, passport and identification documents.DARBEX shall not be liable for any such shipment and the shipper shall keep DARBEX indemnified against all claims, charges and expenses incurred by DARBEX due to such Restricted/ Banned/ Dangerous/ Prohibited items entering into the network of DARBEX through the shipper.
- 12.2 A detailed list of materials not accepted for carriage is available on request.

Note: This contract shall be governed by and construed in accordance with Iran law and the parties submit to the jurisdiction of the Iran Courts.