

AJEX Express Terms and Conditions of Carriage

When ordering AJEX's services you as 'Shipper' agree, on your behalf and on the behalf of the receiver of the Shipment ('Receiver') and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

'Shipment' means all documents or parcels that travel under one airwaybill and which may be carried by any means AJEX chooses, including air, road, or any other carrier.

A 'waybill' shall include any Shipment identifier or document produced by AJEX or Shipper automated systems such as label, bar code, waybill or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged as an additional cost.

1. Customs Clearance

AJEX may perform any of the following activities on Shipper's or Receiver's behalf in order to provide its services:

- (1) complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations ('Customs Duties')
- (2) Act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry.
- (3) Redirect the Shipment to Receiver's customs broker or other address upon request by any person who AJEX believes in its reasonable opinion to be authorized.

2. Unacceptable Shipments

Shipment is deemed unacceptable if:

- 2.1 No customs declaration is made when required by applicable customs regulations
- 2.2 If contains counterfeit goods, animals, bullion, currency , gem stones, weapons, explosives, and ammunition, human remains, illegal items.
- 2.3 It is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA, or other governmental or international regulation bodies
- 2.4 Its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling.
- 2.5 It contains any item that AJEX considers cannot be carried safely or legally.

3. Deliveries and Undeliverables

Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally.

AJEX may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternatively delivery options such as delivery on another day, redirection or collection at an AJEX service center.

If the Shipment is deemed to be unacceptable as described in Section 2, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or pay Customs Duties or other Shipment charges, AJEX will use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. AJEX shall have the right to destroy any Shipment which any law prevents AJEX from returning to Shipper.

4. Inspection

AJEX has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

5. Shipment Charges and Fees

AJEX's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be reweighed and re-measured by AJEX to confirm this calculation. Shipper, or the Receiver when AJEX acts on Receiver's behalf, shall pay or reimburse AJEX for all shipment or other charges due, or Customs Duties owed for services provided by AJEX or incurred by AJEX on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery.

6. Limitations of Liability

Without prejudice to **Clauses 8 and 9**, the Liability of AJEX is as per the following table:

Damage	Actual value up to USD 100
Loss	Actual value up to USD 100
Late Delivery	Up to 50% of the freight amount on one future order (no compensation for reasons beyond control)
Shipment not delivered	Actual value up to USD 100

7. Actual Value

The actual value of a parcel (which term shall include any item of commercial value transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale, or fair market value at the time and place of the shipment, whichever is the less. In no event shall such value exceed the original cost of the article paid by the shipper plus 10%.

8. Consequential Damages excluded

AJEX shall not be liable, in any event for any consequential or special damages or loss of profit or other indirect loss, whether or not AJEX had acknowledged that such damages might be incurred, including but not limited to loss of income, profits, interest, utility, or loss of market or any penalties.

9. Liabilities not assumed

While AJEX will endeavor to exercise its best efforts to provide expeditious delivery by regular delivery schedules, AJEX will not, under any circumstances, be liable for delay in pick up, transportation, or delivery of any shipment, regardless of the cause of such delay. Further, AJEX Express shall not be liable for any loss, damage, mis-delivery on non-delivery:

9.1 due to force majeure which can be Act of God, force significant occurrence or any cause reasonably beyond the control of AJEX; or

9.2 Caused by:

9.2.1 The act, default, or omission: of the shipper, the Consignee, or any other party who claims an interest in the shipment (including violation of any term or condition hereof) or of any person other than AJEX or any other Government official. Or of any Postal Service, forwarder to other entity or person to whom the shipment is tendered by AJEX transportation to any location not regularly served by AJEX regardless of whether the shipment requested or had knowledge of such third-party delivery arrangement.

9.2.2 The nature of the shipment or other defect, characteristic, or inherent vice thereof,

9.2.3 Electrical or magnetic injury, ensure, or other such damage to electronic or photographic images or recordings in any form.

10. Claims

All claims due to damage, delay or loss must be notified to AJEX in writing within 30 calendar days after the shipment was accepted by AJEX, failing which no action for damages or loss may be brought against AJEX. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

No claim for loss or damage will be entertained until all transportation charges have been paid. Such a claim may be deducted from any transportation charges owed to AJEX.

11. Applicability

These terms and conditions shall apply to and inure to the benefit of AJEX, its authorized agents, affiliated companies, their officers, directors, and employees.

12. Governing Laws

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of AJEX, to the non-exclusive jurisdiction of the courts of, and governed by the law of Saudi Arabia and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

13. Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.