



Disclaimer & Confidentiality

The information contained herein is confidential information regarding SMSA Express Transportation Co. Ltd. By accepting such information, the Client agrees that it will, cause its directors, officers, employees and representatives to, use such information only to evaluate our proposals and not for any other purpose and will not divulge any such information to any other party. Any reproduction of such information, in whole or in part, is prohibited without our written permission.

سرية المعلومات الواردة في هذا العرض سرية، ملك للشركة و معدة فقط لاستخدام الشخص المستلم الثمين اسمه في العرض. إذا لم تكن المستلم المعنى بهذه المعلومات، فإننا بهذا نحيطك علماً بأن أي كشف، نسخ، توزيع أو استخدام للمعلومات الواردة في هذا العرض منعه مطلقاً وقد يؤدي لاتخاذ إجراءات قانونية ضدك.

Service Agreement between

sm sa[®]
Express

And

Tomoor Alula

Pick-up and Delivery and Cash Collection Service Agreement

This pick-up and Delivery and cash collection Service Agreement ("Agreement") is made this day of 11th Of MAR 2023.:

1. SMSA Express Transportation Company Ltd., having its head office at Riyadh P.O. Box # 63529, Riyadh 11526, Saudi Arabia and C.R. No. 1010199523, herein after referred to "SMSA"

And

2. Tomoor Alula having its office in Riyadh P.O. Box#4554 Riyadh , Saudi Arabia,
CR NO.1010665373 herein after Referred to as "CUSTOMER" .

Where by Customer intends to hire the services of SMSA to ship his products and items to selected recipients in the kingdom of Saudi Arabia and/or worldwide (a list of served cities in the kingdom and served countries attached).

Article 1 General Provisions

Purpose:

Customer desires to appoint SMSA as a service provider for delivery of his Products and items falling under one of the Categories listed in Exhibit – B of this Agreement. All Services provided under this Agreement shall be provided in accordance with the terms and conditions of this Agreement, SMSA' s Standard Terms and Conditions of Carriage, terms and conditions on the relevant SMSA' s waybill, applicable international treaties governing air transport and the laws, regulations, decisions, rules, circulars, lawful orders of public authorities and public policies in force in the Kingdom of Saudi Arabia.

Article 2 Appointment; Effective Date

Appointment:

Customer hereby appoints and retains SMSA as its service provider for the Carriage of its Shipments, and SMSA hereby agrees to act in that capacity, subject to the terms and conditions of this Agreement.

Effective Date:

Except as otherwise provided herein, this Agreement shall become binding upon the Parties as of 11th of March,2023, provided that this Agreement has been duly signed to be executed and stamped by both Parties.

Commencement Date:

SMSA shall commence performing the Services on the Effective Date.

Article 3 Prohibited items & Dangerous Goods

Processes to Ship Dangerous Goods:

3.1 SMSA shall have the right to check or open any suspicious shipment in its warehouses or hubs or at any point during the carriage of the shipment and report to the competent authority any banned items or items not allowed to enter the destination written in the AWB.

3.2 Dangerous goods must be declared by the customer prior to shipping since they need special handling. If it is discovered that goods that fall under dangerous goods category are not declared, the customer shall be liable for the loss of and damage to its shipment and any damage caused to other shipments. Discovered dangerous good shall only be returned to sender or destroyed, but also investigation shall be conducted. If it is found that the undeclared dangerous goods have been shipped deliberately, SMSA shall cancel the contract and claim all transportation charges from the customer.

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Article 4 SMSA's Obligations

SMSA Services:

SMSA shall provide delivery service Door to Door for Customer's end customers and as a second option is to hold customer's shipments in SMSA retail centers for self collection by consignees, SMSA will receive box /boxes of packed shipment/s from "Customer" with regard to the quantities and the full and correct consignee's details and addresses to be dispatched and delivered by SMSA, Except as otherwise expressly provided in this Agreement, the Services shall be subject to SMSA's Standard Terms and Conditions of Carriage, as amended from time to time.

Article 5 Rates; Payment; Penalties

5.1 SMSA Rates:

Except as otherwise provided herein, SMSA will provide the Services at the rates set forth in Exhibit A. These rates will be charged in respect of each Package and on the basis of actual weight or volumetric (dimensional) weight, whichever is greater.

- The actual weight is the gross weight of the Package.
- The volumetric weight is the dimensional weight and is applied to calculate the charge based on the formula (Length x Breadth x High) / 5000 or whichever is the greater.

5.2 Invoice and Payment Terms:

SMSA shall invoice customer on or before the 5th day of every month for the preceding calendar month. Invoices shall be payable upon receipt. Invoices shall be due within Thirty (30) days from the invoice date.

Article 6 Terms and Terminations

6.1 Terms:

This Agreement shall commence as of the Effective Date and shall remain in full force and effect for a period of one calendar year following the Commencement Date. The term of this Agreement shall be renewed automatically for periods of (1) year on the calendar year ; unless either Party gives notice at least one(1) months prior to the expiration of the initial term or any renewal term of its intention not to renew this Agreement.

6.2 Termination of Contract:

SMSA and Customer may both have the right to terminate this agreement at any time after notifying each other with at least (1) one months notice.

Article 7 Confidentiality

7.1 Confidential Information:

"Confidential Information" means the information that a Party designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential including, but not limited to, the contents of this Agreement (including rates) and all communications relating to this Agreement, written or otherwise, between the Parties and all non-public business information of the Parties.

7.2 Duty of Confidentiality:

Each Party shall at all times during the continuance of this Agreement and after its termination hold in strict confidence and not disclose to any third party any Confidential Information that may be disclosed by the other Party, provided that this undertaking shall not apply to professional advisors with whom the receiving Party may have a confidential relationship.

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7.3 Survival of Confidentiality Obligations:

All obligations undertaken pursuant to this Article 6 shall survive for a period of Ten (10) years following the termination or expiration of this Agreement.

Article 8 Severability:

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. In the event that any nonessential provision of this Agreement shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from this Agreement, but every other provision herein shall remain in full force and effect. In substitution for any such nonessential provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the Parties to the extent permissible under law.

8.1 Language:

This Agreement shall be signed in English. The English language shall be used for all information and all communications to be exchanged between the Parties in connection with this Agreement.

8.2 Headings:

The headings used in this Agreement are for purposes of ease of reference only and in no event or respect shall the substance of any provision or the intent of the Parties be interpreted or controlled by any such headings.

8.3 Exhibits:

The following exhibits are attached hereto and incorporated as an integral part of this Agreement by this reference:

Exhibit A: Domestic Service and Rates

Exhibit B: SMSA Standard Terms and Conditions of Carriage

Counterparts:

This Agreement has been executed in counterparts, each of which shall be deemed to be an original, all of which shall constitute one and the same agreement, provided that each Party receives an original fully executed by the other Party. It shall be necessary to account for only one such fully executed counterpart in proving this Agreement.

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Article 9 Dispute Resolution

Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws, rules and regulations of the Kingdom of Saudi Arabia.

In case of any disputes or disagreement between the parties hereto regarding the implementation or interpretation of the provision hereof, the dispute or disagreement shall be resolved amicably. If amicable resolution shall become impossible within 30 days, the dispute or disagreement shall be referred Saudi Arabia.

Article 10 Miscellaneous

10.1 Notice:

All notices, communications and demands of any kind which either Party may be required or desire to serve upon the other Party under the terms of this Agreement shall be in writing and shall be deemed to have been effectively given if written in the English language and served by personal service or a recognized courier service (e.g., SMSA Express) at the following addresses:

To SMSA: P. O. Box # 63529
Riyadh 14265 – 2663
Kingdom of Saudi Arabia
Telephone: +966 11 4633999
Fax: : +966 11 4160565
Website : www.smsaexpress.com
Email : csmaster@smsaexpress.com
Attention: Director, Sales and Marketing

To Customer: P.O. Box # 4554
Riyadh 12343
Kingdom of Saudi Arabia
Mobile : +966 555472727
Telephone : + 966
Fax : + 966 11
Website : www.tomooralula.com.sa
Email : maha@shar.com.sa for invoices
Email : maha@shar.com.sa for bank transfer copy
Attention : Miss. Maha Albalawi

Either party may change its address as stated above by a notice to the other given in conformity with this Agreement. Notices shall be deemed delivered, in the case of personal service, upon delivery and in the case of courier, one (1) business day after delivery by the courier. Notices may be delivered by telecopy and shall be deemed delivered the first business day following transmission, provided that confirmation is received by means of personal service or courier, as provided above.

10.2 Entire Agreement:

Except as otherwise provided, this Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior discussions, negotiations and agreements between them. Neither Party shall be bound by any conditions, warranties or representations with respect to the subject matter of this Agreement other than those, which are expressly provided herein.

This Agreement shall not be amended or modified by any oral agreement or representation or otherwise

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IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties hereto;

On behalf of **Tomoor Alula..**:

By:

Name: **Miss. Maha Albalawi**

Title: Manager

Signature: 

Date: 22-3-2023

(SEAL)



On behalf of SMSA Express Transportation Company Ltd.:

By:

Name: Mr. Mohannad Khayyat

Title: Director - Sales And Marketing

Signature: _____

Date: _____

(SEAL)

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Expectation from The CUSTOMER And From SMSA:

The CUSTOMER:

Customer HQ based Customer Department in Riyadh will use the services of SMSA for the purpose of Delivery For Customer' s Products and Items to his clients who orders these products and items, which shall be delivered to the recipient by SMSA after collecting the cash amount for these products and items upon delivery, the cash amount shall be collected will be declared on an invoice which shall be attached to the shipment by the customer.

- Only shipments below or equal to 32 KGS in weight SMSA can offer the cash on delivery and Hold in SMSA retails for Self collection services.
- however SMSA will deliver the shipments which exceeds 32 KGS but by road freight service then the cash Collection and Hold in SMSA retails for Self collection services will not be available.
- Customer' s staff based in Riyadh pick up points will arrange and pack all the shipments, and clearly write on SMSA Air waybill the following:
- Contents and quantities of the shipment, shipment reference number, Value of contents, full name, full address and full contact details as well as mobile numbers of the recipient.
- Customer on a daily basis (Saturday –Thursday) shall have the shipments ready for the regular pickup not later than 16:00 .
- Customer' s Staff shall indicate when preparing SMSA air waybill whether the required service is door delivery service or hold at SMSA retail for self collection by recipient.
- Customer shall prepare invoice (bill) by the value of the shipment and this invoice (bill) value is the cash amount which should collected from recipient by SMSA upon delivery.
- The shipment with clear written air waybill and invoice (bill) shall be handed over to SMSA courier upon pickup time.

SMSA:

Customer Door Delivery to Corporate offices and houses:

- On receipt of the packages for door delivery service the addresses could be for cooperate offices address or it could be for houses addresses.
- If consignee' s address is written correctly , clearly and completely the shipment Shall routed directly to the concerned Area courier to take it out for delivery.
- if the address is not written correctly and/or not written clearly and/or not written completely the shipment Shall be forwarded to the UTL (Unable To Locate department) in SMSA operations . And an agent of UTL shall try to contact the consignee to get his full address details, if no consignee' s contact number/s, wrong number/s, no response or mobile is off, the UTL agent shall call the customer (shipper) to inform him about shipment' s situation and get alternative address and contact number/s to deliver the shipment, if still neither consignee nor shipper are reachable the shipment shall be returned back to the shipper and in this case return charges will apply (in addition to the transportation charges).
- If the address was seems correct but Upon delivery time the courier find out that it is not correct the shipment shall be returned to UTL department and the above-mentioned process of UTL shall apply.
- for domestic service shipment' s destination city shall be one of the cities served by SMSA. (a list of served cities Attached).
- Upon delivery, SMSA courier shall identify the consignee and this order/s, collects the cash mentioned on the attached Invoice, issue a receipt, update SMSA delivery records and deliver the shipment and a copy of the issued receipt to the consignee.
- SMSA Courier shall ensure that the details of the order with regards to invoice number and order number are properly captured.
- SMSA courier Shall hand over a receipt copy and the amount collected to the finance representative in the station to which the agent reports. where a summary of the amounts collected will be prepared for reconciliation and transfer purposes.

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- SMSA finance representative Shall prepare a summary of the amounts collected and shall deposit the same in SMSA bank account. The deposit slip, summary and copy of receipts will be forwarded to SMSA regional finance offices.

Charges Not Collected:

In case of dispute where the Consignee collects the shipment/s and refuses to pay for the invoices, SMSA will report the case to The Customer within 48 hours of its occurrence. The uncollected Charges will not be credited to The Customer.

Payment Process:

COD amount which is collected from the consignees will be submitted to The Customer's bank account after Deduction Of month invoice (bank transfer charges will be deducted from the total amount) As following :

Cash collected in the period between the 1st and 31th of the month will be paid to The Customer on the 10th of the Following Month.

Charges for Customer payments being made by Credit Card:

If the recipient chooses to pay by credit card, the card processing charges per transaction will be invoiced as given below.

S/N	Payment Method	Cost
1	Paid by Credit Card	Actual at 2% of the amount paid will be charge
2	Paid by Amex Card	Actual at 4% of the amount paid will be charge
3	Paid by Debit Card	1% of the if less USD 1,250 and USD 10/- if more USD 1,250/-

A report with details and summary of the total shipments received for the period and the results of the same will be forwarded along with the payment, and this report will shows the following:

- The shipments which get delivered and the COD amount.
- The shipments which returned back to the customer.
- The shipments which in transit at the report time.

After 30 days from the Invoice date. SMSA has the right to inactivate the account if no payment in this period. SMA will only deduct the invoice amount from the COD collected that's due for transfer on if no payment of the invoices of the last month.

The invoice which cover the charges of delivery , COD collection, and return shipment will be generated by the end of the month.

Retail Delivery (HAL):

- On receipt of the packages, the same will be distributed to SMSA retail centers (direct Sales centers) based on the designated SMSA Retail Center (direct Sales center) mentioned on each air waybill. An SMS will be sent from SMSA Retail Center (direct Sales center) to the consignee informing him/her about the arrival and availability of the package in the SMSA Retail Center (direct Sales center). Upon the customer's arrival, SMSA Retail Center (direct Sales center) will identify the consignee's name, verify his/her ID and record the ID number on the POD sheet, update SMSA delivery records, collect the cash and handover the package to the consignee. The actual consignee should be available to receive the package or send his/her ID copy through his driver and the driver should have his original ID.

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Rejected or Undelivered Orders:

In case of SMSA Retail Center delivery (HAL), if the consignee refuses to accept the shipment, or pay the cash or sign in SMSA delivery records, the shipment will not delivered to him and it will be returned back to Customer and return charges will apply. (in addition to the transportation charges).

In case of delivery to consignee's address, if the consignee is not available, the shipment will be returned to the UTL department and the UTL process will apply, If no response from the consignee neither shipper, the shipment will be returned back to the Customer after 07 (Seven) business days from the pickup day, and return charges will apply (in addition to the transportation charges).

Return Shipments to The Customer:

After 07 (Seven) business days from the pickup day unclaimed or damaged shipments will be returned back to The Customer under a new air waybill and return charges will apply (in addition to the transportation charges).

Under no circumstance SMSA shall be responsible to the consignee if he finds any of the packages with wrong order or shortage in the contents or different in the type of the shipment.

Packaging Material:

SMSA can provides special security packaging for high value shipments, based on the usage volume SMSA will provide the Customer (on additional cost) with high value security packaging. the price for High Value Pack will be applied for the number of shipments packages (cartoons).

Transit Time:

If the address is written clearly and correctly and the consignee is available and willing to receive the shipments the transit time generally is one business day to Major Cities (Riyadh, Jeddah and Dammam) and the transit time for the rest of the cities in the kingdom of Saudi Arabia is two business days.

The same transit time also apply for the retail collection shipments where SMSA retails executive will notify the consignee by SMS and telephone calls upon shipment arrival to concerned SMSA retail but if the consignee was late to come and collect his shipment so this is not considered as late delivery.

Insurance during delivery:

If insurance cover is required 2% of the total value of the goods in each order will be charged toward insurance premium for insurance coverage for loss, damage during carry and delivery.

Limits of Liability:

The maximum liability is (100) a hundred Saudi Riyals or the actual cost of damage whichever is lesser.

Proof of Delivery (POD):

Proof of Delivery Can be provided by SMSA on case by case basis upon request, maximum retention period of POD records is 90 (ninety) days from the date of delivery.

The Cash Amount to Be collected:

upon Pick up Customer shall recheck the invoice amount to be collected from the recipient any how SMSA will collect the invoice amount, even if the customer changed the amount in the system after SMSA received the shipment, the amount mentioned on the AWB will be collected, if the customer for any reason needs to change the cash to be collected he shall ask SMSA to return the shipment (before delivery) and change the amount. in this case SMSA will charge the transportation charges plus the return charges for this returned shipment.

Billing Process:

By the day 5th of each month the Invoice's of the last month shall be submitted to Customer's finance department.

E Bill:

If formally demanded SMSA Can submit electronic invoices (e bill) to Customer email by default .

Payment Terms:

30 days from the Invoice date. SMSA has the right of inactivate the account if no payment in this period.

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Exhibit A

Domestic Express Rates:

Description	Rates Per Order Shipments
Description of Parcels to SMSA served cities or Retail Centers	C
First 15 Kg.	26.00
For each additional 01Kg.	2.00
Return To customer charges for 1st. 15Kg.	5.00
Return To customer charges for the each add. 01 KGS after 1st 15 KGS	1.00

Payment Collection, Receipt Issue, Deposit and Reports

Value of the Parcel		Rates (in SAR)
From	To	
1	1,000	5.00
1,001	3,750	8.00
Above 3,750		1%

- 15% of the total invoice amount will be added as VAT, GST or other indirect taxes and duties.
- The above rates will be revised if there is any change in Fuel rates or Government fees.

Note:

This service designed for customers having more than 400 (four hundred) shipments on monthly basis. Should the number of the monthly shipments be less than 400 (four hundred) shipments, SMSA shall have the right to cancel this contract and stop the service or change the rates at its own discretion and the customer will be notified one month before the effective date thereof.

If it is proved that the client is misusing the account by selling SMSA Services offered by this contract to a third party or violating these conditions, SMSA shall have the right to cancel this contract and impose a fine of SR 15,000 (fifteen thousand Saudi riyals) on the customer.

Exhibit B

SMSA Standard Terms and Conditions of Carriage

In case of conflict between the standard terms and conditions and the terms and conditions stated in SMSA air waybill or any other carriage document, these standard carriage terms and conditions (or any other appendices attached thereto) shall control to the extent that they do not conflict with the rules relating to air carriage liabilities expressed in the air carriage regulations or international treaties. Non-compliance to impose or apply any of the articles or provisions of these terms and conditions of carriage shall not constitute a waiver of that term or article or annul it in any way. No party shall have the right to impose or apply that article or provisions in future.

Account numbers:

To ensure the proper movement of shipments, the Customer shall have a valid credit account with SMSA. The use of a valid A/C with SMSA will lead to:

- Sending SMSA invoices to the Customer's correct location
- Summarizing the account activity by SMSA devices
- Proper billing

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If the Customer's employees want to send their shipments, they shall contact SMSA customer service or hand over their shipments to any SMSA branch in accordance with the credit account set up by SMSA. The Customer will be legally held responsible for safeguarding the account numbers and shall not disclose it to anyone other than the persons authorized to ship using that account. The use of the Customer's account number by those authorized is at the Customer's sole risk.

Correcting Addresses:

The Customer is entirely responsible for writing the addressee's full address on the air waybill. However, if the addressee's address is found to be not complete or incorrect, SMSA might try to find the correct address and carry out the delivery, but SMSA is not held accountable for SMSA inability to carry out delivery under these circumstances. Incorrect postal codes, non-existing apartment numbers and names of streets where the recipients previously lived are examples of the addresses that need correction. SMSA shall not be held accountable for not meeting its delivery time commitment for any shipment having an incomplete or incorrect address.

Billing:

- Carriage invoices are payable within thirty (30) day as of the receipt of the invoice. As for customs fees and taxes invoices, they shall be paid upon receipt.
- Customer account number shall appear in the designated place on the air waybill and must be valid.
- If the tax invoice is not issued at the time of delivery, electronically stored information shall be used, and the Customer is always the one who is mainly responsible for all the shipment duties and fees which are not limited to the duties and taxes that SMSA already paid.
- SMSA has the right to ask the client to pay any additional amounts and also reserves the right to audit the air waybill to verify the service selected and the weight of the parcel or shipment.
- If the service selected or the weight entered is not correct, SMSA shall make the appropriate adjustment to the invoice at any time.
- SMSA is not responsible for the accuracy of filling out the air waybill to ensure the correct entry of shipment information in any automatically operated means of shipping as the number of parcels and weight of every parcel are deemed necessary information for SMSA so that it can prepare the invoices properly.
- If the Customer does not abide by providing SMSA with the correct data and address, the invoice will be prepared according to the number of transported parcels and the weight of every parcel as amended and adjusted by SMSA.

Bank Details:

the customer shall correctly fill the below details for his bank account in order for SMSA to deposit the cash in the given bank account during the agreed period:

Customer's Bank Details:

Beneficiary Name : Tomoor Alula .
Account number : 2672742219940
Bank Name : Riyad Bank
Branch :
Bank Cod :
IBAN Number : SA 1620000002672742219940

(Formal letter Needed If the Beneficiary Name Doesn't Match The Customer's Name In This Contract)

SMSA Bank Details:

Beneficiary Name : SMSA Express Transportation Co. Ltd.
Account number : **65900000224807**

Bank Name : SNB
City : Riyadh
Branch : Head Office
Bank Cod : SAMBSARI
IBAN Number : **SA061000006590000224807**

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Claims:

- All claims due loss, damage, delay, shortage or deterioration and losses resulting from damage caused by delay or late delivery must be made to SMSA in writing within two weeks as from the scheduled time of the shipment delivery otherwise the Customer will forfeit his right to claim.
- The Customer shall furnish SMSA with all the original documents and purchase invoices for value assessment. Copies of the air waybills or any other documents related to the shipment shall be verifiable. However, SMSA is not obliged to accept any claim unless all the shipment charges are paid and the claim amount shall not be deducted from these charges.
- Whenever possible, shipment carton, packing and contents shall be retained until they are inspected by SMSA.
- Upon shipment receipt, the recipient must ensure that the shipment is intact and the unavailability of a written notice about the apparent damage on the delivery receipt is an adequate proof that the shipment was in good condition when delivered.
- In case of claim due to concealed damage not discovered at the time of delivery, SMSA shall be notified as soon as possible after the discovery of the damage – within no more than 24 hours after delivery time.
- Shock watches, tilt meters or thermometer results will not be acceptable by SMSA in evaluating damage claims.
- All claims must be sent to SMSA in writing accompanied with all documents and information.
- SMSA reserves the right to choose whether to take the damaged contents when the whole or part of their value is paid.
- Non-compliance with any of the above provisions may lead to rejection of claim.

Declared Value and Limits of Liability:

- In the event of the customer's desire insurance on shipments, it is committed to pay the equivalent of 2% of the declared value of each shipment to compensate fully declared value against damage or loss. Any compensation does not exceed an amount of fifty thousand (50,000) dollars.
- In the absence of insurance on the shipment, SMSA is committed to compensate the Customer one hundred (100) Saudi Riyals for each package is lost or damaged.

Damage shipments For which SMSA will have No liability:

- When the outer covering is only damaged but no internal Damage.
- No damage to the outside box but has internal Damage.
- No packaging protection in the parcel.
- Damage/ Loss occurred before or after handover by SMSA.
- Damaged or lost shipment that SMSA could prove the other party responsibility
- Damage or Loss due to force majeure.

Dimensional Weight (Metric or volumetric weight):

Dimensional weight rate is applicable to any parcel or shipment the size of which exceeds one cubic foot. The dimensional weight of any parcel bigger than 31cm x 31cm x 31cm (i.e. one cubic foot) is calculated according the following formula:

Length (cm) x width (cm) x height (cm) divided by 5000 =

Customers who fail to apply the dimensional weight to any parcel at the time of transaction, additional charges may be assessed based on the dimensional weight through a supplementary invoice.

Duties and Taxes:

To clear certain items through customs, SMSA may choose to advance on behalf of the party responsible for payment thereof (payer) any duties assessed by the Customs. As for all shipments, SMSA may elect to contact the payer before customs clearance is complete to confirm the arrangement for reimbursement as a condition to complete clearance and delivery, including, but not limited to, cases of delivery to recipients

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that SMSA believes are not creditworthy, and of shipments with high declared values. If the Customer fails to specify the payer in the appropriate section on the air waybill, duties and taxes will be automatically entered into an invoice to be submitted to the Customer. Payment of duties and taxes by the Customer or third party are options available for delivery at certain locations only (contact customer service). However, the Customer is responsible for payment of unpaid duties and if the Customer refuses to pay the duties and taxes, this will be regarded as an authorization to SMSA to pay the assessed duties and taxes to clear customs and debit the amount to the Customer account and the Customer shall be responsible for any delay as a result of the customs duties and for storage fees at the customs premises.

Shipments labeled "duties and taxes to be charged to the bank" may delay delivery if SMSA cannot obtain a satisfactory confirmation arrangement for payment of duties and taxes.

Duties and taxes invoices payable on delivery:

Duties and taxes payment shall be made by one the following methods, at SMSA's discretion and choice:

- In cash
- By check (personal or commercial enterprise provided a valid identity is provided)

If SMSA asks the Customer for confirmation arrangements for reimbursement of duties and taxes, SMSA will contact the Customer and inform them of the duties and taxes amount on the day the shipment is ready for customs clearance at the destination country, after that the shipment is cleared through customs.

In case the customs clearance is completed on the same local business day of the confirmation arrangements, delivery will be the next day.

If clearance of parcels is made on behalf of the Customer without credit arrangements, SMSA may ask for payment to release the shipment, however, SMSA is not responsible for assessment of taxes, customs duties or additional charges in other countries. Should there be a dispute about the accuracy or appropriateness of taxes and duties levied on the shipment, SMSA or its broker may audit the shipping documents provided with the shipment.

If assessment of taxes and duties is audited by SMSA and found to be properly made, the Customer shall agree to the duties and taxes as assessed.

Liabilities not assumed:

No damages will be paid in the following cases:

- SMSA will not be liable for any damages for loss, late delivery or damage as a result of misinformation by the Customer.
- Non-compliance with any of the terms and conditions contained in SMSA air waybill and the standard terms and conditions of carriage, including, but not limited to incorrect declaration of cargo, improper or inadequate packing, securing, marking or addressing of shipment; perils of air, illegal acts by any person or persons "other than SMSA employees" or entities not in good credit standing using the account number, act of law, customs or quarantine officials acts, state of war hazards or weather conditions (at SMSA's discretion) mechanical delay or disruption of air or ground transportation networks, conditions that present danger to SMSA employees, or disruption or failure of communication systems, acts or omissions by any person other than SMSA.. In case of occurrence of any of these events, we will make reasonable efforts to transport and deliver the parcels to their destinations as soon as possible.

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- Delays due to customs clearance or government authorities' procedures.
- Delay in delivery as a result of the SMSA policy regarding payment of duties and taxes.
- SMSA failure or inability to provide a copy of delivery record in spite of the fact that shipment has been delivered to its destination. SMSA is also committed to abide by verbal instruction for delivery.
- Erasure, loss or irretrievability of information stored on magnetic tapes, files, or any other storage media; or erasure of photographic images, soundtracks from exposed films when in government authority custody.
- Unavailability of 'package orientation' graphics (e.g., "Up" arrows and "THIS END UP" marking, or other sender's instructions on the envelope), or damage arising from any failure by the sender to pack the material shipped properly before shipping e.g. florescent tubes or neon lights, neon sign boards, X-ray tubes, laser tubes, flat monitors (all types), light bulbs due to their fragile nature. These items require prior packaging approval before shipping.
- Inability to attempt to contact sender or recipient with regard to incomplete or inaccurate address, lost documentation, payment of customs duties and taxes required for release of shipment or incorrect or incomplete customs broker's address.
- Shipments of perishables or whose contents are perishable and liable to leak and damage.
- Other shipments shall be reported to SMSA to pack them properly. If SMSA is not informed and the shipment is not accepted by the recipient because it is leaking or damaged, the shipment, if possible, will be returned to the sender who shall pay the return charges. If the sender refuses to accept the returned shipment, or it cannot be returned owing to leakage or damage due to the sender's failure to notify SMSA to exercise caution in packing that shipment, the Customer will be held accountable and must indemnify SMSA for all the costs and expenses related to cleaning up any flow or leakage.
- SMSA will not be responsible for any package which SMSA registers do not show that it has been tendered by the Customer.

Refusal or Rejection of Shipments:

SMSA reserves the right to refuse, hold or return any shipment if such a shipment in the opinion of SMSA:

- Is likely to cause damage or delay to other shipments, equipment or employees after SMSA has explained the proper way of sending a shipment.
- Is prohibited by law inside the Kingdom or abroad or is violation of any of SMSA standard conditions as amended from time to time.

Tracking & Tracing:

For the Tracking and tracing of domestic and international shipments SMSA will provide a user name and password and create a cod for the customer in SeCom system so the customer may track or/and trace his shipments.

On line Tracking and tracing of domestic and international shipments route is available upon request. The Customer or one of his representatives shall have to contact the Customer service which is working 24/7 and a tracking specialist will help the Customer to track his/her shipment provided all the following data is available:

- number of the consignment
- date of shipping
- name and address of recipient
- sender's name and phone number so that SMSA can contact and give the information needed.

Domestic Express - Main Areas Serve in KSA

SMSA Express Transportation Co. Ltd.
TRADING AGREEMENT

Station Name	City Name	Station Name	City Name
Dammam	Dammam	Al Baha	Mandaq
Dammam	Thqbah	Al Baha	Biljurashi
Dammam	Khubar	Najran	Najran
Dammam	Dhahran	Najran	Sharourah
Dammam	Bahrain Causeway	Namas	Namas
Dammam	Safwa	Namas	Balqarn (Sapt Al Ulaya)
Dammam	Dammam Airport	Namas	Bashayer
Dammam	Ras Tannurah (Rahima)	Namas	Tanumah
Dammam	Anak	Namas	Bellasmar-Ethnayn
Dammam	Sayhat	Wadi Dawasir	WadiDawasir (Khamasin)
Dammam	Tarut (Darin)	Wadi Dawasir	Sulayyil
Dammam	Qatif	Riyadh	Riyadh
Dammam	Buqaiq	Riyadh	Riyadh Airport
Dammam	Uthmaniyah	Riyadh	Diriyah
Dammam	Udhayliyah	Riyadh	Hayer
Dammam	Jubail	Riyadh	Khraj
Khafji	Khafji	Riyadh	Dilam
Hofuf	Ihsa (Hufuf & Mubarraz)	Riyadh	Hawtat Bani Tamim
Hofuf	Uyun	Riyadh	Aflej (Layla)
Jeddah	Jeddah	Riyadh	Dhurma
Jeddah	Jeddah Airport	Riyadh	Muzahmiyah
Jeddah	Bahrah	Riyadh	Quwayiyah
Jeddah	Thuwal	Buraydah	Buraydah
Jeddah	Rabigh	Buraydah	Unayzah
Jeddah	Masturah	Buraydah	Midhnab
Jeddah	Badr	Buraydah	Sajir
Jeddah	Shaibah	Buraydah	Badaya
Jeddah	Lith	Buraydah	Rass
Makkah	Makkah	Buraydah	Dukhnah
Makkah	Jamoum	Buraydah	Nifi
Madinah	Madinah	Buraydah	Gimsh (Rafayaa Gimsh)
Madinah	Khayber	Buraydah	Qaseem Airport
Madinah	Ula	Buraydah	Bukayriyah
Taif	Taif	Buraydah	Khabra
Taif	Sayl Al Kabir	Buraydah	RUH Al Khabra
Turbah	Turbah (Makkah)	Buraydah	Uyun Al Jiwa
Turbah	Khurmah	Hail	Hail
Turbah	Ranyah	Majmaah	Majmaah
Yanbu	Yanbu	Majmaah	Artawiyah
Yanbu	Ummlujj	Majmaah	Zulfi
Yanbu	Wajh	Majmaah	Ghat
Khamis Mushayt	Khamis Mushayt	Majmaah	Hawtat Sudayr
Khamis Mushayt	Abha	Majmaah	Shaqra
Khamis Mushayt	Muhayil	Majmaah	Duwadimi
Khamis Mushayt	Bariq	Majmaah	Bijadiyah
Khamis Mushayt	Majardah	Majmaah	Afif
Khamis Mushayt	Bishah	Hafar Al Baten	King Khalid City
Khamis Mushayt	Nakeea	Hafar Al Baten	Hafar Al Baten
Gizan	Jazan	Hafar Al Baten	Rafha
Gizan	Sabya	Hafar Al Baten	Qaysumah
Gizan	Baysh	Hafar Al Baten	Qarya Al Uliya
Gizan	Darb (Qiyas & Qarar)	Hafar Al Baten	Nairiyah
Gizan	Shuqayq	Hafar Al Baten	Sarrar
Gizan	Ahad Al Masarhah	Tabuk	Tabuk
Gizan	Samtah	Tabuk	Dhuba
Gizan	Tuwal	Tabuk	Haql
Gizan	Abu Arish	Tabuk	Halit Ammar
Al Baha	Baha	Arar	Arar
Al Baha	Qari (Atawlah)	Arar	Jadidah Arar
Al Baha	Qunfudhah	Skakah	Skakah
Al Baha	Mukhwah	Skakah	Dawmat Al Jandal
Al Baha	Qilwah	Qurayyat	Qurayyat
Al Baha	Mudhaylif	Qurayyat	Haditha
Al Baha	Aqiq	Qurayyat	Turayf