



CONDITIONS OF CARRIAGE

In tendering the consignment for carriage, the customer agrees to these terms & conditions of carriage and that this booking request is non-negotiable and has been prepared by the customer or on the customers behalf by Transguard Group LLC (“**Transguard**”).

1. SCOPE OF CONDITIONS

These conditions shall govern and apply to all services provided by Transguard. By submitting this booking request, the customer acknowledges that he/she has read these conditions and agrees to be bound by each of them. Transguard will not be bound by any agreement that varies from these conditions unless such agreement is in writing & signed by an authorised officer of Transguard. In the absence of such written agreement this constitutes the entire agreement between Transguard and each of its customers. No employee of Transguard shall have the authority to alter or waive these terms & conditions except as stated herein.

2. TRANSGUARD’S OBLIGATIONS

Transguard agrees, subject to receiving payment of the applicable rates and charges in effect on the date of acceptance by Transguard of a customer’s consignment, to arrange for the transportation of the consignment between the locations agreed upon by Transguard and the customer. Transguard reserves the right to transport the customers consignment by a route and procedure and by successive carriers and according to its own handling, storage and transportation methods.

3. SERVICE RESTRICTIONS

- a) Transguard reserves the right to refuse any documents or parcels from any person, company, at its own discretion.
- b) Transguard reserves the right to abandon carriage of any consignment at any time after acceptance when such consignment could possibly cause damage or delay to other consignments, equipment or personnel, or when any such carriage is prohibited by law or is in violation of any of the conditions contained herein.
- c) Transguard reserves the right to open and inspect any consignment consigned by a customer to ensure that it is capable of carriage to the destination within the standard customs procedures and handling methods of Transguard. In exercising this right, Transguard does not warrant that any particular item to be carried is capable of carriage, without infringing the law.

4. LIMITATION OF LIABILITY

Subject to Sections 5 and 6 hereto:

- a) Transguard will be responsible for the customers consignment only while it is within Transguard's custody and control, unless confiscated by police or customs authorities whilst in transit. Transguard shall not be liable for loss or damage of a consignment while the consignment is out of Transguard's custody or control. Transguard liability is in any event limited to five hundred dirhams (AED 500).
- b) Notwithstanding the foregoing, should the customer at the time of tender declare a higher value than five hundred dirhams (AED 500) on the booking, Transguard liability shall in any event be limited to the lower amount of the insured value of the amount of any loss or damage actually sustained by the customer.
- c) The actual value of a consignment shall be ascertained by reference to its replacement, reconstitution or reconstruction value at the time and place of consignment, whichever is less, without reference to its commercial utility to the customer or to other items of consequential loss.
- d) Notwithstanding any of the foregoing the maximum insured value on any consignment accepted by Transguard is five hundred dirhams (AED 500) and in no event, shall the liability of Transguard exceed that amount.

5. CONSEQUENTIAL DAMAGES EXCLUDED

Transguard shall not be liable in any event for any consequential or special or incidental damage or other indirect loss however arising whether or not Transguard had knowledge that such damage might be incurred including but not limited to loss of income, profits, interest, utility or loss of market.

6. LIABILITIES NOT ASSUMED

- a) Transguard shall not be liable for any loss, damage, miss delivery, non-delivery not caused by its own negligence, or for any loss, damage, delay, miss delivery or non-delivery caused by:
 - i. the Act, default or omission of the customer or consignee or any other party who claims an interest in the consignment.
 - ii. the nature of the consignment or any defect, characteristic, or inherent vice thereof.
 - iii. violation by the customer or consignee of any term or condition stated herein including, but not limited to, improper or insufficient packing, securing marking or addressing miss describing the contents of any consignment or failure to observe any of these rules relating to the consignment not being acceptable for transportation whether such rules are now or hereafter promulgated by Transguard.
 - iv. Acts of god, perils of air, public enemies, public authorities acting with actual or apparent authority or law, acts of omission of postal, customs or other government officials, riots, strikes or other local disputes, hazard incidents to a state of war, weather conditions, temperature or atmospheric changes or conditions, mechanical or other delay of any vehicle or any other means used in providing transportation services or any other causes reasonably beyond the control of Transguard.
 - v. Acts of omissions of any postal service, forwarder or any other entity to whom a consignment is tendered by Transguard for transportation, regardless of whether the customer requested or had knowledge of such third-party delivery requirement.
 - vi. Electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form or damage due to insects or vermin.

b. While Transguard will endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules. Transguard will not under any circumstance be liable for delay in pickup, transportation or delivery of any consignment regardless of the causes of such delay.

7. MATERIALS NOT ACCEPTED FOR TRANSPORT

a) is the customers responsibility to ascertain certain classes of materials which are not accepted for carriage. The customer shall accurately describe the consignment on the booking request and to ensure that no material is delivered to Transguard which has been declared to be unacceptable by Transguard.

b) Transguard will not carry property, the carriage of which is prohibited or restricted by any law, regulation or instructions as well as any of the following materials or items:

| | | |
|---------------------------------------|-----------------------|-------------------|
| Firearms | Obscene material | Cashier cheques |
| Bullion | Pornographic material | Money orders |
| Works of Art | Currency | Travelers cheques |
| Negotiable instruments in bearer form | Stamps | Antiques |
| Jewelry | Deeds | Plants |
| Precious metals | Hazardous materials | Animals |
| Precious stones | Combustible materials | |

c) In the event that any customer should consign to Transguard any such items, as described above, or any item which the customer has undervalued for customs purposes or misdeclared, whether intentionally or otherwise, the customer shall indemnify and hold Transguard harmless from all claims, fines and expenses arising in connection therewith and Transguard shall have the right to abandon such property and/or release possessions of said property to any agent or employee of any national or local government claiming jurisdiction over such materials immediately upon Transguard obtaining knowledge that such materials infringing these conditions have been turned over to Transguard for transport. Transguard shall be free to expose any of its rights reserved to it under this section without incurring liability whatsoever to the customer.

8. PACKAGING & ADDRESSING

The packaging of the customers documents or goods for transportation is the customers sole responsibility including the placing of the goods or documents in any containers which may be supplied by the customer to Transguard. Transguard accepts no responsibility for loss or damage to documents or goods caused by inadequate or inappropriate packaging. It is the sole responsibility of the customer to address adequately each consignment or documents or goods to enable delivery to be made. Transguard shall not be liable for delay in forwarding or delivery resulting from the customers failure to comply with its obligations in this respect. Should the Employees be reasonably of the view that the Goods are at risk of damage due to incorrect or insufficient packaging, the Employee has the right to refuse acceptance of the Goods for delivery.

9. NEGLIGENCE

The customer is liable for all losses, damages and expenses arising as a result of its failure to comply with its obligations under this agreement as a result of its negligence.

10. CHARGES

Any rates quoted by Transguard for carriage are exclusive of any value added or sales taxes, duties, levies, imposts or outlays incurred in respect of carriage of the customers goods. Should the customer indicate by endorsement in the space provided on the booking request that the receiver shall be liable for any amount, the customer shall be liable for such amount in the event of default in payment by the receiver. Transguard will not be liable for any penalties imposed or loss or damage incurred due to the customers' documents or goods being impounded by authorities and the customer hereby indemnifies Transguard against such penalty or loss.

11. PROPERTY

Transguard will only carry documents or goods which are the property of the customer and the customer warrants that it is authorised to accept and is accepting these conditions not only on behalf of itself but as agent and on behalf of all other persons who are or may hereafter be interested in the documents or goods. The customer hereby undertakes to indemnify Transguard against any damages, costs and expenses resulting from any breach of this warranty.

12. CLAIMS

Any claims against Transguard must be submitted in writing to the office of Transguard nearest the location where the consignment was accepted within sixty (60) days of the date of acceptance by Transguard.

Notwithstanding any of the foregoing, no claim for loss or damage will be entertained until all transportation charges have been paid.

13. NON- DELIVERY OF CONSIGNMENT

Any costs incurred by Transguard due to the non-delivery of the consignment including any return or storage costs will be at the cost of the customer, save where such non-delivery is due to Transguard,

14. INSURANCE

- a) At the request of the customer and upon payment therefore at the then prevailing rates, Transguard will arrange insurance coverage on behalf of the customer in an amount not exceeding five hundred dirhams (AED 500).
- b) The insurance cover shall be governed by all the terms & conditions contained in the policy of insurance issued by the insurance carrier. A certificate evidencing such insurance will be made available to the customer, upon request.
- c) Consequential damages and loss or damage resulting from delays in transportation are not covered by any such policy of Insurance.

15. GENERAL

This is a non-negotiable booking request. All services provided are subject to any terms & conditions set forth on the booking request form.