



SMSA TERMS AND CONDITIONS

("Terms and Conditions ")

This appendix is an integral part of the "Credit Account Contract" and 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 govern **and apply** to the extent that they are not in contradiction 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 SMSA's right to impose or apply that article or provisions in future.

1. 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:

- 1.1. Sending SMSA invoices to the CUSTOMER 's correct location
- 1.2. Summarizing the account activity by SMSA devices
- 1.3. Proper billing

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.

2. Correcting Addresses

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 shall not be held accountable for its 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 and in all such cases there is no fixed delivery time.

3. Billing

Sender's account number shall appear in the designated place on the air waybill and must be valid.

The Sender is always ultimately liable for all charges and fees relating to a shipment, including, but not limited to any duties or taxes which SMSA have advanced, regardless of any payment instructions to the contrary.

SMSA 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.

CUSTOMER is 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 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.

4. **Claims:**

- 4.1. All claims will be handled by CUSTOMER.
- 4.2. All claims due to loss, damage, delay, shortage or deterioration and losses resulting from damage caused by delay or late delivery in the "Territory" must be made to SMSA in writing within one week as from the scheduled time of the shipment delivery.
- 4.3. SMSA if needed, will forward incident report with required supporting to CUSTOMER within 30 days of receipt of the claim.

5. **Dimensional Weight (Metric or volumetric weight)**

Dimensional weight rate is applicable to any Express Courier 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 = Volumetric Weight in Kgs

6.

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.

7. **Duties and taxes:**

To clear certain items through customs, SMSA may be required to pay in advance on behalf of the CUSTOMER certain duties and taxes as assessed by the customs employees. The same will be recovered from the recipient or CUSTOMER along with the rates agreed in Schedule '3' on the basis of the option selected on the air waybill. If the recipient refuses to pay, the same will be recovered from CUSTOMER .

8. **Inspection of Shipments**

SMSA may, at its own discretion, open and inspect any shipment at any time without notifying CUSTOMER . Government authorities may also open and inspect any shipment at any time.

9. **Declared Value and Limits of Liability**

- 9.1. Unless the CUSTOMER declares to the SMSA representative and enters a declared value for carriage on the (Air) Waybill and pays the required insurance premium , the liability of SMSA is limited to US\$100 per shipment.
- 9.2. SMSA does not provide an automatic cargo liability on all risk insurance but the sender may pay an additional charge for declared value for carriage above the limits referred to in section 9.1 of the condition of carriage. The declared value for carriage of any package represents SMSA maximum liability in connection with a shipment of that package , including but not limited to any loss, damage, delay , mis-delivery , any failure to provide information, or mis-delivery of information relating to the shipment
- 9.3. The maximum declared value for customs and carriages is limited and may vary per location. If applicable the declared value for carriage value for customs and carriage is limited and cannot exceed the declared value for customs. The maximum declared value for customs and carriage for the contents of a SMSA Envelope or SMSA Pak, regardless of destination is US\$100 per shipment. Goods with a value (actual or declared) are exceeding these amounts, should NOT be shipped in SMSA Envelope or SMSA Pak.



- 9.4. Shipments containing items of extra ordinary value are limited to a maximum declared value for carriage of USD\$ 1000 per shipment. Import of any of these items may be prohibited by individual countries. For more information please read our Conditions of Carriage and or contact SMSA representative.
- 9.5. Even if the shipment is insured with SMSA regardless of the declared value for carriage of a package, SMSA liability for loss or damaged will not exceed the shipments repair cost , its depreciated value or its replacement cost whichever is less.

10. Liabilities not assumed

No damages will be paid in the following cases:

- 10.1. SMSA will not be liable for any damages for loss, late delivery or damage as a result of misinformation by the CUSTOMER
- 10.2. 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.
- 10.3. Delays due to customs clearance or government authorities procedures
- 10.4. Delay in delivery as a result of the SMSA policy regarding payment of duties and taxes.
- 10.5. SMSA failure or inability to provide a copy of delivery record in spite of the fact that shipment has been delivered to its destination. We are also committed to abide by verbal instruction for delivery.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. Shipments of perishables or whose contents are perishable and liable to leak and damage. If 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

11. 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:

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

12. Unclaimed Shipments.

If the shipment cannot be delivered for any reason and the recipient ignored collecting it, SMSA shall have the right to deal with the shipments in whatever manner after the lapse of 30 days from the shipping date as per their regulations. Also the customer must pay return charges if the shipment is returned because it cannot be delivered due to: (e.g. consignee has not paid the customs duties or any other fees imposed on the shipment - Consignee refused to receive the shipment - government authorities refuse the shipment transit - addresses are incorrect) and the customer shall have no right to ask for a proof of delivery (POD) after the passage of thirty (30) days as of the date of the shipment.

13. General Prohibited And Restricted Goods

Wherever possible SMSA will try to provide service to our customers by transporting their shipments. However, a variety of laws and regulations, as well as common-sense safety and security issues, means that some commodities are not acceptable for transport by SMSA.

Prohibited commodities - NOT acceptable for transport

Prohibited commodities will, without exception, be refused for carriage in the SMSA network, regardless of value, business potential or who the customer is. There is no exception process available. Human Parts (Prohibited)

1. Perishable foodstuffs and foods, beverages requiring refrigeration or other environmental control. (Prohibited).
2. Live animals including insects. (Prohibited)
3. Lottery tickets and gambling devices. (Prohibited)
4. Pornographic, sex toys, items related to sex and/or obscene material. (Prohibited)
5. Hazardous waste, including but not limited to used hypodermic needles or syringes or other medical waste. (Prohibited)
6. Hazardous Material (Chemical, Explosives, Fuels, Fertilizers and Poisons "toxics". (Prohibited)
7. Processed or Unprocessed dead animals or parts (Furs, Skins, Tusks, etc) including insects and pets. (Prohibited)
8. Alcohol in general. (Prohibited)
9. Political Material or any related contents. (Prohibited)
10. Tobacco Advertisements. (Prohibited)
11. Items offensive to Muslims Culture. (Prohibited)
12. Items offensive to country's rule and regulation, Politics, Habits or Traditions. (Prohibited)
13. Packages that may cause damage to/or delay of Equipment, Personnel or Other Packages. (Prohibited)
14. Perfumes, Nail Polishes, Flammable Material & Pressurized Canes (Restricted)
15. MONEY (coins, cash, currency paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters), COLLECTABLE COINS AND STAMPS.
16. Electronic Cigarettes, E-Juice, Nicotine Liquids and accessories. (Prohibited)
17. Military Items/Cloths. (Prohibited)
18. Spying devices and hidden cameras in any form (Prohibited for Saudi Arabia)



19. Halloween Masks (Prohibited for Saudi Arabia)
20. Lithium Battery (Prohibited)
21. Male Enhancement supplements (Creams, tablets or sprays Prohibited for Saudi Arabia)

SMSA Express Transportation Company LLC does not ship dangerous goods of any Class. The above list is just few of the prohibited/Restricted commodities and is not complete and comprehensive list.

CUSTOMER warrants to SMSA that:

- a) It is properly licensed and authorized to carry out the activities contemplated by this Agreement, and is a business of sound financial means sufficient to meet its obligations hereunder.
- b) All Shipments shall be fully and accurately described and shall be accompanied by a completed Air Waybill and the required documentation for customs purposes.
- c) All Shipments handed over to SMSA shall be invoiced by CUSTOMER as per their authentic commercial value. CUSTOMER is, under no circumstance, to be part of any attempt by itself or a third party to undervalue any Shipment.
- d) No Shipment shall be tendered by CUSTOMER that cannot be transported in accordance with applicable customs, import, export and other laws and regulations unless the same has been declared to SMSA and made the subject of a specific waiver or agreement prior to the shipment transportation.
- e) For security reasons, CUSTOMER shall inform to SMSA of any Shipment with a value exceeding US\$5,000 (Five thousand U.S. Dollars).
- f) All Services are provided to CUSTOMER upon the standard SMSA Terms and Conditions of Carriage, a copy of which is attached in Schedule 1, which are deemed to be incorporated in this Agreement and shall govern the transportation of each Shipment tendered by CUSTOMER to SMSA. SMSA shall not be bound by any agreement purporting to vary these Terms and Conditions.
- g) Specifically, CUSTOMER will ship no IATA classified dangerous (DGR) or valuable goods and no hazardous materials, firearms, military devices or parts thereof, illegal drugs or narcotics, precious stones, jewelry, local/foreign currency, negotiable instruments, plants, animals or other goods normally excluded by the Service Guide or by law or which are subject to special handling or marking requirements shall be tendered for carriage, irrespective of the SMSA services (Documents / Non Documents). CUSTOMER shall be held completely liable for any action, costs and/or subsequent losses resulting from violation of the above, or the inaccuracy of any information provided to SMSA, whether in the SMSA Air Waybill or commercial invoice.
- h) CUSTOMER will ensure any products shipped have been verified by SMSA representative for prohibitions or restrictions to the specific country it is being shipped to.
- i) In the event there is breach of any of the warranties by CUSTOMER as stated above in this clause, SMSA shall be entitled, without prejudice to any other rights it may have in this regard, as follows:
 - i) If the breach results in interception of Shipments by SMSA or any Government Authorities, the actual amount of any penalty imposed will be passed to CUSTOMER
 - ii) If case of any breach, SMSA shall inform CUSTOMER about the breach in writing and also inform the amount of penalty, which shall be paid in full by CUSTOMER to SMSA. Any consequential damages caused, CUSTOMER will directly apply to the governing law any defenses or objections it may have against such impositions.

For any further clarification or assistance on Prohibited or Restricted Commodities please send a mail to our sales department dxbsales@smsaexpress.com and or speak to your SMSA Account Executive.