

PROCARGO UAE LLC

Trading Conditions

SECTION I

1. All and any business undertaken, including any advice, information or service provided whether gratuitously or not by Procargo UAE LLC (hereinafter called "The Company") is transacted subject to the Conditions hereinafter set out. All other terms and conditions are hereby excluded. Should the Customer wish to contract with the company, otherwise than subject to these Conditions, special arrangements can be made and revised prices quoted, provided that such arrangements shall only apply if reduced to writing and signed by the General Manager or a Director of the Company. Save as aforesaid no agent or employee of the Company has the Company's authority to waive or vary these conditions.
2. The Company is a Forwarding Agent and, except in the special circumstances to which Section II and III of these Conditions apply, acts solely as agent in performing and securing services for the Customer and entering into contracts on the Customer's behalf with other persons. Except in the special circumstances to which Section III of these Conditions apply the Company is not a carrier and does not make or purport to make any contract for the carriage, storage, packing or handling of goods with the Customer. The Company is not a common carrier.
3. The Company shall be entitled to enter into contracts:
 - (a) for the carriage of goods by any route or by any means;
 - (b) for the lifting and installation of equipment and other goods;
 - (c) for the storage, packing or handling of the goods by any persons at any place or places and for any length of time; and
 - (d) to do such acts as may be necessary or incidental thereto at the absolute discretion of the Company, and to depart from the Customer's instructions in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customer's interests.
4. The Customer expressly authorizes the Company to do such acts and enter into such contracts as are referred to in Condition 3 on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departure from the Customer's instructions as aforesaid. The Customer shall be bound by any terms implied into such contracts by local law or custom.
5. The Customer warrants that he is either the owner or the authorised agent of the owner of the goods (including any containers or equipment) to which any business relates, and further warrants that he is authorised to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods (all such persons being hereinafter called "the Owner").
6. The Company shall be entitled to perform any of its obligations hereunder by itself or by its parent, subsidiary or associated companies, or by any other person, firm or company carrying out the function of Forwarding Agent. Any contract to which these Conditions apply is made by the Company on their own behalf, and also as agent for and on behalf of any such parent, subsidiary or associated company, and any such company shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon any such company a liability greater than that accepted by the Company under these conditions.
7. Estimates and quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Further unless otherwise agreed in writing the Company shall be after acceptance at liberty to revise quotations or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods.
8. The Customer warrants that the description and particulars of any consignments furnished by or on behalf of the Customer are accurate and undertakes to indemnify the Company against all losses, damages expenses and fines arising from any inaccuracy or omissions, even if such inaccuracy or omission is not due to any negligence.
9.
 - (i) The Company shall not be obligated to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing.
 - (ii) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded or otherwise handled at Customer's risk or other minimum charges, and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer.

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10. The Company shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other Customers.
11. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Forwarding Agents and insurance brokers.
12. No insurance will be affected except upon express instructions given in writing by the Customer and all insurances affected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to affect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.
13. Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods, he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, cost and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods likely to harbor or encourage disease, vermin or other pests.
14. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewelry, valuable antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however caused.
15. The Company shall be entitled at the expense of the Customer to sell or dispose of:
 - (a) on 21 days notice in writing to the Customer or, where the Customer cannot be traced, after the goods have been held by the Company for 90 days, all goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any reason, and
 - (b) without notice perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the Company would be likely to perish in the course of the carriage, storage or handling.
16. All goods (and documents relating to goods) shall be subject to a particular and general lien for monies due either in respect of such goods or for any particular or general balance or other monies due from the senders, owners or consignees to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due to his or her last known address that such goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the proceeds applied in or towards satisfaction of such particular and general lien.
17.
 - (i) When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
 - (ii) Without prejudice to Condition 5 the Company shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or owner.
 - (iii) All sums shall be paid to the Company in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

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18. The Company shall not be liable to the Customer or Owner
- (a) for loss or damage caused by any failure to carry out or negligence in carrying out the Customer's or Owner's instructions, or by any failure to perform or negligence in performing the Company's obligations (whether such obligations arise by contract or otherwise) unless such loss or damage is due to the willful neglect or default of the Company or its own servants:
 - (b) For consequential loss, including loss of profits or loss of market or delay or deviation however caused.
 - (c) For loss or damage arising from:
 - (i) Insufficient or improper packing or addressing, or
 - (ii) The perishable hazardous fragile or brittle nature or the mechanical derangement of the goods, or
 - (iii) Riots, civil commotion, strikes, lockouts, stoppages or restraint of labor from whatever cause, whether partial or general, or
 - (iv) Failure by the consignee to take delivery within a reasonable time.
 - (d) For any failure to notify consignees of the arrival of goods.
19. In no case shall the liability of the Company, however arising and notwithstanding that the cause of loss or damage be unexplained, exceed the value of the goods or a sum at the rate of AED 500 per 1000 kg. of goods lost or damaged, whichever shall be smaller. In the case of furniture, plate, china, glass and household effects of any kind the liability of the Company in respect of any one article, suite of furniture, service or complete contents of a package, shall be limited to AED 100.
20. Without prejudice to Condition 18, any claim by the Customer or Owner against the Company shall be made in writing and notified to the Company:
- (a) in the case of damage to the goods within 7 days after the end of the transit where the transit ends in the United Arab Emirates and within 14 days after the end of the transit where the transit ends outside of the United Arab Emirates.
 - (b) In the case of delay in delivery or non-delivery within 14 days of the date when the goods should have been delivered, and
 - (c) In any other case within 14 days of the event giving rise to the claim.
- Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred.
21. No claim of any kind shall be made against any servant or agent of the Company on any ground whatsoever. No claim of any kind shall be made against any parent, subsidiary or associated company of the Company, or against any forwarding agent employed by the Company in pursuance of Condition 6, or against any of their respective servants or agents on any ground whatsoever.
22. The Customer shall indemnify the Company against all duties, taxes, payments, fines, expenses (including demurrage expenses), losses (including general average losses), damages (including physical damage) and liabilities whether or not arising out of the negligence of the Company, their servants or agents, suffered or incurred by the Company in the performance of their obligations under any contract to which these conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner.

SECTION II

23. Where in any circumstances the Company acts as principal in entering into a contract with any other person for the carriage, storage, packing or handling of the goods, the Company is not itself carrier, packer or warehouseman for the purpose of any legislation increasing the liability of carriers, packers or warehousemen or for any other purpose, nor does it make or purport to make any contract for the carriage, storage, packing or handling of any goods with the Customer. The Company's sole obligation is to procure contracts for the carriage, storage, packing or handling of goods by other persons.
24. Without prejudice to the exceptions and limitations contained herein, the Company shall be entitled to the benefit of all exceptions and limitations in favor of the carrier or other person storing or handling the goods (such other person together with the carrier being hereinafter called "the Carrier"), contained in the Company's contract with the Carrier. The Customer shall be bound by such contract and shall indemnify the Company against any claims arising out of the acceptance of such contract by the Company.

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25. The liberties contained in Condition 3 and the provisions, exceptions and limitations contained in Conditions 1 and 5 to 22 shall apply to this Section of these Conditions.

SECTION III

26. Notwithstanding the provision of Sections I and II of these Conditions, the Company shall be entitled to perform all or part of the carriage, storage, packing or handling of the goods by themselves or by their subsidiary or associated companies. This Section of these Conditions shall apply to any such case, and also to any case where, notwithstanding Condition 23, the Company is deemed to be the Carrier or otherwise to be in possession of the goods. This Section of these Conditions shall apply only so long as and to the extent that the Company is or is deemed to be the Carrier or in possession of the goods as aforesaid and no further.
27. The Company shall be entitled:
- (a) to carry the goods by any route or by any means, and
 - (b) to store, pack or handle the goods at any place or places and for any length of time and to do all such other acts as may be necessary or incidental thereto at the absolute discretion of the Company and to depart from the Customer's instructions if in the opinion of the Company it is necessary or desirable to do so in the Customer's interests.
28. The Company shall not be liable to the Customer or Owner for loss of or damage to the goods resulting from :
- (a) fire,
 - (b) Any other cause, unless such loss or damage is proved to be due to willful neglect or default of the Company or its servants.
29. Without prejudice to Condition 28, the liberties contained in Condition 3 and the provisions, exceptions and limitations contained in Conditions 1 and 5 to 22 shall apply to this Section of these Conditions.
30. Where the Company is or is deemed to be the Carrier under a Contract subject to legislation compulsorily applicable thereto the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the Carrier by virtue of such legislation, and these Conditions shall be void to the extent that they are inconsistent with such rights, immunities, exceptions and limitations, but no further.

SECTION IV

31. Where in these Conditions any matter is to be determined in accordance with the opinion of the Company, the certificate of the General Manager or a Director of the Company for the time being shall be conclusive evidence as to any matter so certified.
32. These Conditions, and any act or contract to which they apply shall be governed by the Law of the United Arab Emirates, and any dispute arising out of any such act or contract shall be within the exclusive jurisdiction of the Courts of the United Arab Emirates.
33. **Validity:** Company may add to, change or remove any part of these Terms and Conditions of Service at any time, without notice. Any changes to these Terms and Conditions of service or any terms posted on this Site apply as soon as they are posted on www.procargo.com/terms.html .

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