

AIR DISPATCH LTD.

1. GENERAL

All business undertaken by AIR DISPATCH LTD. (the Company) is transacted subject to the Conditions hereinafter set out

- (a) The Company is not a common carrier and only deals with goods subject to these Conditions.
- (b) No agent or employee of the Company has authority to alter or vary these Conditions or make any representation on its behalf.
- (c) When arranging for the carriage of goods and/or passengers by air the Company is acting as agent only and not as principal.

2. CUSTOMERS WARRANTY OF AUTHORITY

The Customer expressly warrants:

- (a) That he is either the owner or the authorized agent of the owner of the goods to which the transaction relates and
- (b) That he is authorized to accept these Conditions not only for himself but also as agent for and on behalf of all other persons who may become interested in the goods.

3. SUB-CONTRACTING

(a) Any business accepted by the Company may in its absolute discretion be performed either in whole or in part by the Company by entrusting the goods to others to perform part or all of the services on such conditions as those others may stipulate.

- (b) The conditions of such others shall as between the Company and the Customer apply so as to limit but not so as to extend the liability of the Company under these Conditions and these Conditions shall prevail in the event of any difference between these Conditions and the conditions of such others.

4. MEANS, ROUTE AND PROCEDURE ON HANDLING

The company shall have absolute discretion as to the means, route and procedure to be followed in the handling, storage or transport of goods and the provision of its services, unless express written instructions are given by the Customer which nevertheless the Company may depart from if it considers it necessary or desirable.

5. GOODS PENDING DELIVERY

Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer. Liability for loss or damage to goods pending forwarding or delivery is limited per company's liability (see point 12 below)

6. PACKAGING

The Customer expressly warrants that all goods are properly packed and prepared by the Customer for carriage, but if the Customer instructs the Company to pack such goods, the Company shall not be liable for any damage to the goods, and the Customer shall indemnify the Company against all losses or claims in any way arising from the state of packing or preparation of the goods.

7. COMMISSIONS, ETC.

The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations.

8. QUOTATIONS

- (a) Quotation given by the Company are subject to withdrawal or revision.
- (b) After acceptance the Company shall be at liberty to revise quotations and charges without notice in accordance with any changes in the rates of freight, currency exchange rates, insurance premiums or any others charge at any time applicable to the goods.

9. DESCRIPTION OF GOODS

(a) The Customer warrants the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes. A document signed by the Company but prepared by the Customer shall under no circumstances be evidence of the condition or the correctness of the declared nature, quality quantity or weight of the consignment at the time of receipt by the Company.

(b) In the case of livestock the Customer further warrants that there has been and will be no breach of the International Air Transport Association Live Animal Regulations, a copy of which the Customer acknowledges having seen and by which "livestock" is defined for the purpose of these Conditions.

(c) The Customer will fully indemnify the Company against all losses which it may suffer and all penalties and expenses which it may sustain by reason of the breach of any warranty given by the Customer.

(d) The words "goods" shall include livestock in these Conditions where the context so admits.

10. DUTIES, TAXES, ETC.

(a) The Customer shall be liable for and fully indemnify the Company against all duties, taxes, import levies, deposits, demurrage or outlays of any kind levied in any part of the world in connection with the goods.

(b) When goods are accepted or dealt with by the Company upon instructions from the Customer to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for paying the same if they are not upon delivery paid by such consignee or other person.

11. INSURANCE

(a) Insurance will be effected by the Company only upon written instructions from the Customer and will be taken out the Company as agent of the Customer and subject to the usual conditions of the insurers taking the risk.

(b) If the insurers shall for any reason dispute their liability the Customer shall have no recourse against the Company which shall not be under any liability in relations thereto.

12. COMPANY'S LIABILITY

The Company's liability in respect of loss, damage, non-delivery or mis-delivery of any goods howsoever caused is strictly limited as follows.

(a) No claim will be met unless written notice thereof is received by the Company within 10 days of delivery to the Consignee.

(b) The Company's maximum liability in one claim shall be the lesser of the value of the goods lost or damaged or mis-delivered or a sum equal to 19 SDR per kilogram of the gross weight of those goods.

(c) It must be proven that the loss, damage, non-delivery or mis-delivery occurred whilst the goods were in the actual custody and control of the Company and was

due to the willful neglect or default of the Company or its servants.

- (d) The Company shall be under no liability whatsoever for any contingent or consequential loss or damage howsoever arising nor for any damage arising from fire.

13. DECLARATIONS

The Company shall not be obliged to make any declaration for the purpose of any statute or conventional 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.

14. DISPOSAL OF GOODS

(a) Perishable goods which are not taken up immediately upon arrival or which the Company considers to be insufficiently addressed may be disposed of without notice.

(b) Non perishable goods which cannot be delivered for any reason may be disposed of or returned at the Company's option at any time after the expiration of 14 days from the date of sending by the Company of a written notice addressed to the Customer at his last known address.

(c) All charges and expenses arising in connection with the disposal or return of goods shall be paid by the Customer and a communication from any agent or correspondent of the Company to the effect that goods cannot be delivered for any reason shall be conclusive evidence of that fact.

(d) Return of non perishable goods to the Customer or payment by the Company to the Customer of the net proceeds of sale of any goods after deduction of all sums due to the Company from the Customer shall be a complete discharge of all liability on the part of the Company.

(e) The Customer shall indemnify the Company against all losses costs and expenses incurred by the Company in respect to any claim by any third party (including its own servants or agents) in connection with the disposal or return of any goods.

15. DANGEROUS GOODS

(a) Except under special arrangements with the Customer previously agreed in writing the Company will not accept or deal with any goods which are in the opinion of the Company obnoxious, dangerous, hazardous, inflammable or explosive or likely to cause damage (including harbouring vermin or other pests) to other goods, property, life or health.

(b) Save as expressly agreed in writing when the Customer, its servants or agents deliver to the Company or cause it to handle any such goods, the Customer shall be liable for all loss or damage caused thereby and shall indemnify the Company fully against all penalties, claims, damages, costs and expenses howsoever arising in connection therewith.

(c) Such 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 and the customer shall indemnify the company against all consequences of the exercise of this right.

16. GOODS OF SPECIAL VALUE

(a) Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewelry, valuables, antiques, pictures or plants.

(b) The Company shall be under no liability whatever for any damage or loss arising to or in connection with such goods howsoever caused.

17. PAYMENT COMPANY'S LIEN AND POWER OF SALE

(a) All sums shall be paid to the Company in cash immediately when due (except when the Company accepts payment by Letter of Credit) and payment shall not be withheld or deferred on account of any claim, counterclaim or set off.

(b) All goods and documents relating to goods in the possession of the Company or Agent or sub-contractor of the Company shall be subject to a particular and general lien for monies due to the Company either in respect of such goods or for any particular or general balance or other money due from the Customer or the sender, consignee or owner.

(c) If any monies due to the Company are not paid within one month notice has been given to the person from whom the monies are due that such goods are being detailed they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person and the net proceeds applied in or towards the satisfaction of such indebtedness and expenses.

(d) If any claims are made against the Company by third parties by reason of the exercise of its rights under this Condition the Customer will indemnify the Company against the same and against all losses costs, damages and expenses incurred by the Company in connection therewith.

18. INDEMNITY

In addition to and without prejudice to the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the goods, and in particular the Customer shall indemnify the Company in respect of any liability whatsoever it may be under to any servant, agent or sub-contractor or any haulier, carrier, warehouse-men, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever.

19. FORCE MAJEURE

If the Company is prevented or delayed in the performance of any of its obligations to the Customer by force majeure the Company shall be excused the performance or the punctual performance as the case may be as from the date of commencement of the force majeure for so long as the cause of prevention or delay shall continue and "force majeure" shall be deemed to include any cause affecting the performance by the Company of its obligations from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of the Company.

20. APPLICABLE LAW

(a) These Conditions shall be governed by the laws of Thailand including Thai conflict of laws and the Company and the Customer shall submit to the exclusive jurisdiction of the Thai Courts.

(b) In the event that any terms of these Conditions shall contravene the laws and/or regulation whatsoever of any country in which they are intended to have effect any provision thereby rendered unenforceable shall in no way affect the validity of the remainder of these Conditions.