

# Terms and conditions

## 1. Definitions

- 1.1 '*Customer*' includes an individual, , partnership, limited company and public limited companies
- 1.2 '*Company*' means Global Express Mail (GLOBEX)
- 1.3 '*Receiver*' means the Person(s) named on the Waybill
- 1.4 '*Shipment*' means all documents or parcels that travel under one Waybill and which may be carried by any means the Company chooses, including air, road or any other carrier
- 1.5 '*Waybill*' shall include any labels produced by the Company, airway bill or consignment note and shall include these Terms and Conditions

## 2. Supply of Services

- 2.1 The Customer hereby agrees on its behalf and on behalf of anyone else with an interest in the Shipment that these Terms and Conditions shall apply from the time that the Company accepts the Shipment, unless otherwise agreed in writing by an authorized officer of the Company.

## 3. Unacceptable Shipments

- 3.1 The Customer agrees that the Shipment is acceptable for transportation and is deemed unacceptable if:-contains restrictions good such as currency, jewellery, precious metals, financial instruments (credit cards, ) ammunition and guns ,illegal drugs and flammable liquids

## 4. Deliveries and Undeliverable

- 4.1 Shipments are delivered to the Receiver's address given by the Customer but not necessarily to the named Receiver personally.
- 4.2 If the Receiver refuses delivery or to pay for delivery or the Shipment is deemed to be unacceptable or the Receiver cannot be reasonably identified or located, the Company shall use reasonable efforts to return the Shipment to the Customer at the Customer's cost, failing which the Shipment may be released, disposed of or sold by the Company, without incurring any liability whatsoever to the Customer or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of sale to be returned to the Customer.

## 5. Inspection

- 5.1 The Company has the right to open and inspect a Shipment without prior notice to the Customer.

## 6. Shipment Charges and Billing

- 6.1 The Company's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by the Company to confirm this calculation.
- 6.2 The Customer shall pay or reimburse the Company for all Shipment charges, storage charges, duties and taxes owed for services provided by the Company or incurred by the Company on the

Customer's or the Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Condition 3.

## **7. Company's Liability**

7.1 The Company contracts with the Customer on the basis that the Company's liability is strictly limited to direct loss

7.2 All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and

even if the risk of such loss or damage was brought to the Company's attention before or after acceptance of the Shipment.

7.3 Without prejudice to Conditions 8 - 12 the Company's liability in respect of one Shipment is limited to either its actual cash value or a sum at the rate of 100 Euro per Shipment

7.4 Claims are limited to one claim per Shipment settlement of which will be full and final settlement for all loss or damage in connection therewith. If the Customer regards these limits as insufficient it must make a special declaration of value and either request insurance as described in Condition 9 (Shipment Insurance) or make its own insurance arrangements, failing which the Customer assumes all risks of loss or damage.

## **8. Time Limit for Claims**

8.1 All claims must be submitted in writing to the Company within twenty (20) days from the date that the Company accepted the Shipment, failing which the Company shall have no liability whatsoever.

## **9. Shipment Insurance**

9.1 The Company can arrange insurance for the Customer covering the actual cash value in respect of loss of or physical damage to the Shipment, provided the Customer completes Section 10 (Special Instructions) on the front of the Waybill and pays the premium. Shipment insurance does not cover indirect loss or damage caused by delays.

9.2 This insurance is not available for mail services.

## **10. Delayed Shipments**

10.1 The Company will make every effort to deliver the Shipment according to the Company's regular delivery schedules, but these are **not guaranteed and do not form part of the contract**. The Company is not liable for any damages or loss caused by delays.

## **11. Circumstances beyond the Company's control**

11.1 The Company is not liable for any loss or damage arising out of circumstances beyond the Company's control. These include but are not limited to Act of God e.g. earthquake, cyclone, storm, flood, fog; war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to the Company; riot or civil commotion; any act or omission by a person not employed or contracted by the Company e.g. Customer, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of electronic or photographic images, data or recordings.

## **12 Customer's Warranties and Indemnities**

12.1 all information provided by the Customer or its representatives is complete and accurate;

12.2 The Shipment was prepared in secure premises by the Customer's employees;

12.3 The Customer employed reliable staff to prepare the Shipment;

12.4 The Customer protected the Shipment against unauthorised interference during preparation, storage and transportation to the Company;

12.5 The Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;

12.6 The Waybill has been signed by the Customer's authorised representative and the Terms and Conditions constitute binding and enforceable obligations of the Customer.

13. **Routing**

13.1 The Customer agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

14. **Third Party Rights**

14.1 These Terms and Conditions and the Waybill do not create any right enforceable by any person not a party to it.

15. **Governing Law**

15.1 Any dispute arising under or in any way connected with these Terms and Conditions shall be governed by Romanian law and both parties hereby submit to the exclusive jurisdiction of the Romanian courts.

16. **Severability**

16.1 The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.