

STANDARD TRADING TERMS AND CONDITIONS OF BUSINESS EXPRESS:

1. In these conditions "company" means Business Express, "customer" means any person at whose request or on whose behalf the company undertakes or provides any business, "goods" means documents or goods tendered for carriage by the customer.
2. All business undertaken by the company is subject to the terms and conditions herein contained. The company shall not be bound by any collateral agreements or agreements purporting to vary, cancel or amend these terms and conditions unless such agreement is in writing under the hand of an authorised officer of the company. The acceptance of the customer's goods is subject also to the terms and conditions stipulated by any other carrier or party into whose possession or custody the goods may pass as if the same had been included herein, provided that if there is any conflict between any such conditions and these conditions, the latter will prevail.
3. The company shall be entitled to carry the customer's goods by any route or procedure and by successive carriers and according to its own handling, storage and transportation methods. The company reserves the right to refuse the carriage or transportation of any goods for any person, firm or company and the carriage or transportation of any class of goods at its absolute discretion. The company may notify customers from time to time of any materials, over and above those in clause 10 which are not acceptable to the company for carriage. The company reserves the right to inspect the goods consigned by its customers to ensure that they are capable of carriage to the destination within the standard operating procedures and handling methods of the company. In making this reservation, the company does not warrant that any particular item to be carried is capable of carriage and delivery without infringing the law of any country or state from, to or through which the item may be carried.
4. The adequate and appropriate packing of the customer's goods for transportation including the placing of the goods in any container is the customer's responsibility. It is the sole responsibility of the customer to adequately address each consignment of goods to enable effective delivery to be made. The company shall not be liable for any delay in forwarding or delivery resulting from the customer's failure to comply with its obligations in this regard.
5. The customer warrants that it is authorised to accept and does accept these conditions as agent for and on behalf of all other persons who are or hereafter may become interested in the goods. The customer hereby indemnifies the company against all damages, costs and expenses resulting from any breach of any warranty, term or condition contained or impliedly contained herein. The customer is liable for all losses, damages and expenses incurred by the company arising from the customer's failure to comply with its obligations under this agreement or as a result of its negligence.
6. The company is responsible for the customer's goods whilst they are within its custody or control and shall be liable (subject to clause 7) for loss sustained by the customer due to damage to, or loss of, the documents or goods whilst in the company's custody, provided that such loss or damage was due to the negligence of the company, its servants or agents. Save as aforesaid the company shall be under no liability in respect of the goods carried by it and in particular shall not be liable for consequential loss however the same shall arise and including commercial, financial or other direct loss or loss of interest or utility. The company shall not be liable for any loss or damage incurred by the customer due to any delays in the carriage or delivery of goods which are reasonably beyond the control of the company.
7. The liability of the company to the customer shall be limited to the payment by the company by way of damages of a sum not exceeding SAR 50- 00 or its equivalent per consignment of goods accepted by the company.
8. The company will from time to time communicate to its customers, by conventional means, its rates and charges and/or amendments thereto and once dispatched to the customer such rates and charges shall be effective.
9. If insurance is requested (which request must be in writing) but no value is declared, the goods will be insured to a maximum value of SAR1000, 00 and the appropriate premium will apply. It shall be incumbent on the customer to arrange any additional or special cover for loss or damage in excess of the foregoing. Any claim brought by a customer against the company in respect of loss or damage must be notified by the customer to the office of the company closest to it, in writing within seven (7) days of the dispatch of the goods.
10. The company will not carry (in addition to those items mentioned in clause 3 hereof) poisonous, dangerous, hazardous, combustible or explosive materials, precious or semi-precious metals or stones, bullion, platinum, commercial carbons or industrial diamonds, currency (paper or coin), negotiable securities or instruments, stocks, bonds, certificates, uncanceled stamps, blank or endorsed bank cashier cheques, money orders or travellers cheques, antiques, pictures, livestock or plants none of which the customer may consign for carriage by the company. The company shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same. The right of inspection referred to in clause 3 shall also apply for the purposes of this clause.
11. The company is not a common carrier or an air transport undertaking as contemplated in the Warsaw Convention, 1929 and subsequent air carriage treaties and legislation. The company acts as an agent for its customers when consigning documents or goods with a particular airline for onward carriage and without prejudice to its general right of abrogation hereunder. The company shall have the right to recover compensation from any customer for loss, damage or expenses incurred by any airline or carrier on behalf of that airline or carrier.
12. The customer hereby consents to the jurisdiction of the Magistrate's Courts in respect of any proceedings to be instituted against it by the company. The customer selects and nominates the address in its credit application form as its domicilium citandi et executandi for all purposes. A certificate given by any manager of the company (whose authority it shall not be necessary to prove) as to any amount owing by the customer to the company shall constitute prima facie evidence of the customer's indebtedness to the company. The customer agrees that if it is in breach of any of the terms and conditions hereof and the company instructs its attorneys to take steps against it to enforce its rights it shall be liable for and shall pay all legal costs and expenses on the attorney and own client scale, whether or not proceedings may have been instituted.

DATE: _____

SIGNED: _____