



STANDARD TERMS OF CARRIAGE Elite Co.

(Elite Express Cargo LLC
Elite Airborne Express LLC
Elite Speed & Safe Transports LLC
and its Affiliates)

1. Scope of application

The present standard terms of carriage (STC) apply to any shipment nominated to Elite, and/or its subsidiaries and/or related party(s) and/or its affiliate(s) and its Customer(s), for logistics services (including but not limited to road transportation[courier and/or cargo mode], bonding, clearance, and other logistical ancillary services) provided by Elite to the customer.

The STC shall govern the entire agreement between Elite and the Customer, and no employee of Elite or the Customer shall have the authority to alter and/or waive these conditions.

2. Contract of carriage

Elite shall not be bound by any other agreement which varies from the conditions mentioned below, unless otherwise signed by authorized signatory from Elite.

The Customer, the shipper and/or consignee or any individual/entity with a direct and/or indirect interest in the shipment shall agree to the STC details in the document.

Elite shall provide logistics solutions for every shipment based on a limited liability basis as provided herein. If the Customer may require additional insurance, the same can be arranged for by Elite at an additional cost. Alternatively, insurance can be arranged directly by the customer.

3. Limit of Liability

Elite's standard trading conditions for all Road shipments (including but not limited to, courier and cargo mode) is as per NAFL <http://nafl.ae/wp-content/uploads/sites/213/2018/09/STC.pdf>.

Elite's liability for any loss and/or damage to the cargo, howsoever arising and notwithstanding that the cause of loss or damage be unexplained, is limited to and shall not exceed:

(i) In the case of claims for loss or damage to goods: -

(a) The value of any goods lost or damaged, **OR**

(b) a sum at the rate of Dirhams 30 (thirty) per kilo of gross weight of any goods lost or damaged, subject to a limit of AED (Dirhams) 20,000 (twenty thousand) per package or unit, whichever shall be the least.

(ii) In case of all other claims: -

(a) The value of the goods the subject of the relevant transaction between Elite and its Customer, **OR**

(b) A sum at the rate of AED (Dirhams) 30 (thirty) per kilo of the gross weight of the goods the subject of the said transaction, subject to a limit of AED (Dirhams) 20,000 (twenty thousand) per package or unit, whichever shall be the least.”

As a safety and security measure, we recommend that for goods of value exceeding the above-mentioned criteria, additional insurance should be procured by the customer.

Elite can procure insurance on behalf of the customer if requested at an additional charge payable by the customer to Elite, alternatively, the Customer may procure their own insurance.

Elite’s liability is strictly limited to direct loss and damage to a Shipment only and to the limits mentioned above. 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 or consequential, and even if the risk of such loss or damage was brought to Elite’s attention.

The Customer acknowledges that, where the Customer delivers to Elite, or causes Elite to deal with or handle Goods which are or may be considered to be hazardous, dangerous or capable of causing damage or adversely affecting other goods or Goods likely to attract rodents or other animal life whether declared to Elite or not, the Customer shall be liable for all losses or damage that may arise in connection with such Goods.

4. Export Documentation & Approvals

Elite shall notify the customer for all necessary export documents required at the time of service request received.

Elite shall not be liable for any delays/irregularities/omission/failure to complete or provide services based on lack-of information and/or documents provided by the customer.

It is the Customer’s sole responsibility to procure all necessary documents and/or approvals in advance, prior to placing the booking request, and provide them as and when requested by Elite.

5. Service Restrictions

Elite reserves the right to not accept any shipment from the customer at its own discretion.

Elite reserves the right to abandon shipment(s) at any time, after having accepted the shipment, in the scenario that such shipment(s) could cause damage/delay to Elite's other nominated shipments/equipment/personnel or when Elite believes the shipment(s) contains prohibited and/or mis-declared cargo.

Elite reserves the right to open and inspection any shipment handed by the Customer, for safety and security purposes. The compliance of safety and security measures would encompass state/country of origin, transit and destination. Elite does not warrant any particular item carried, that may be defying the laws of the state/country of origin, transit and destination.

Elite shall notify the Customer in writing, should it reserve it's right to abandon/inspect the shipment on account of suspicion.

6. Claims

All claims must be submitted in writing to Elite within 30 days from the date Elite has accepted the shipment. Failure to comply within the timeline, shall absolve Elite of any liability whatsoever.

Claims are limited to one claim per shipment, settlement of which shall be full and final settlement for all loss and/or damage in connection with the shipment.

Elite is not obligated to act on any claim, unless all charges have been paid; the claim amount cannot be deducted from the charges due to Elite.

7. Force Majeure/Uncontrollable Circumstance

Elite is not liable for any loss or damage arising out of scenarios beyond Elite's control. These include, but are not limited to, electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to Elite; any act or omission by a person not employed or contracted by Elite - e.g. Shipper, Receiver, third party, customs or other government official.

Elite shall not be liable to the other for any delay and/or non-performance of its services as agreed under the STCs, to the extent that such delays and/or non-performance is due to an event under force majeure.

In the event that such a circumstance lasts for a duration exceeding 120 days, which therefore leads to the suspension of services being rendered, then either party has the right to cancel the relevant service in respect of the unperformed part. Neither party shall incur any liability to the other as a result of cancellation under this clause.

Force Majeure - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

8. Effective

This STC is effective immediately, and the terms of this STC shall be in force for 3 years, unless terminated by either Party at any time by giving the other party thirty (30) days prior written notice of termination.

The termination of this STC howsoever occasioned shall not affect any accrued rights or liabilities of either party arising prior to the effective date of termination nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. Warranties & Indemnities

The customer shall indemnify and hold Elite harmless for any loss or damage arising out of customer's failure to comply with the following warranties and representations:

- all information provided by customer and/or its representatives is complete and accurate;
- the Shipment is acceptable for transport by Elite;
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to Elite; and
- Customer has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations.

10. Severability

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

11. Confidentiality

All nonpublic information disclosed heretofore or hereafter by Elite and the Customer to the other in connection with this STC shall be kept confidential by such other, and shall not be used other than in connection with this STC, except to the extent it was known when received or as it is or hereafter becomes lawfully obtainable from other sources, or to the extent such duty as to confidentiality and non-use is waived, or except as may be required by court order or any governmental agency. Such obligation as to confidentiality and non-use shall survive any termination of this STC.

12. Compliance with Laws

Elite agrees that, in performing its obligations under the STC:

- a. it (including all Elite subsidiaries and Elite affiliates) and its employees will comply with the Elite Group's Policy on Fraud, Corruption and Bribery (version 1.3) (**Elite Policy**);
- b. in line with the general principles of the Elite Policy, Elite also agrees that, in performing its obligations under the STC, it and its employees shall:
 - i. keep accurate and transparent records of all transactions conducted for or on behalf of Toll; and
 - ii. not unlawfully offer, or accept from, any person (including, but not limited to, public officials, customs authorities and law enforcement officers) any payment, gift, entertainment, hospitality or anything else intended to improperly influence any decision made in relation to Toll;
- c. neither it nor any of its subsidiaries, directors, officers, employees, agents or representatives is, to the best of its knowledge, an individual or entity (each a **Person**) that is, or is owned or controlled by, a person (**Restricted Person**) that is the subject of any economic sanctions and export controls administered or enforced by the United Nations, Australian Department of Foreign Affairs and Trade, the Office of Foreign Assets Control of the US Department of Treasury, and the European Union (**Sanctions**); and
- d. it will not engage in any activity which would amount to a breach of any Sanctions.

Customer shall be entitled to terminate the STC immediately on written notice to Elite, if Customer in its sole discretion determines that Elite has breached any of the terms of this provision.

13. Governing Law

This STC and any disputes or claims arising out of or in connection with its subject matter are to be governed by, and be construed in accordance with, the laws of the United Arab Emirates as applicable in the Emirate of Dubai. The courts of Dubai, United Arab Emirates shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this STC.

14. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms

15. Terms and Condition

- i. Elite Express Cargo LLC" maintains the www.elite-co.com Website ("Site").
- ii. United Arab of Emirates is our country of domicile" and stipulate that the governing law is the local law.
- iii. Visa or MasterCard debit and credit cards in AED, SAR, OMR, BHD, KWD & QAR will be accepted for payment.
- iv. We will not trade with or provide any services to OFAC and sanctioned countries
- v. Customer using the website who are Minor /under the age of 18 shall not register as a User of the website and shall not transact on or use the website.
- vi. Cardholder must retain a copy of transaction records and www.elite-co.com policies and rules.
- vii. User is responsible for maintaining the confidentiality of his account.

16. Privacy Policy

- i. All credit/debit cards' details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.
- ii. **Elite Express Cargo LLC** will not pass any debit/credit card details to third parties''
- iii. **Elite Express Cargo LLC** takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However www.elite-co.com cannot guarantee the security of any information that is disclosed online.
- iv. **Elite Express Cargo LLC** is not responsible for the privacy policies of websites to which it links. If you provide any information to such third parties different rules regarding the collection and use of your personal information may apply. You should contact these entities directly if you have any questions about their use of the information that they collect.
- v. The Website Policies and Terms & Conditions may be changed or updated occasionally to meet the requirements and standards. Therefore, the Customers' are encouraged to frequently visit these sections to be updated about the changes on the website. Modifications will be effective on the day they are posted.

17. Payment Confirmation

Payment confirmation to be provided to customers via SMS/Email within 12 hours of successful transaction.

18. Delivery Process

Shipments handled by ELITE shall be delivered as per estimate transit times provided at the time of service booking. Transit times mentioned are an estimate, and subject to change due to factors comprising of, but not limited to, customs' clearance, local handling, and any other uncontrollable delays in dispatch and/or transit.

Charges mentioned are an estimate, and subject to change at discretion of ELITE. ELITE reserves the right to change its service fees at their own discretion. For any change in service, additional service charges shall be applicable at the discretion of ELITE.



19. Refund Policy

Service refunds shall be processed on the basis of the following Terms & Conditions:

Refunds will be done only through the Original Mode of Payment.

- i. 24 hours before service request: Refund of service charge within 72 hours with a deduction in bank service charge of AED 0.50+2.40% of Service Fee

20. Cancellation Policy

Services booked with ELITE can be cancelled within a minimum time-frame of 24 hours. 24 hours prior to service execution, cancellation charges to be applicable

- i. Please allow up to 45 days for refund transfer to be completed.

21. Pricing And Description

TBA with inclusion of Operations & Finance

Name:
Designation:
Sign & Co. Stamp:
Date:

Name:
Designation:
Sign & Co. stamp:
Date: