



Terms and Conditions of Contract

1. In tendering the shipment the shipper agrees to these terms and conditions of contract which no agent or employee of the parties may alter. This waybill is non-negotiable and has been prepared by the shipper or on the shipper's behalf by O.C.S.

2. O.C.S.'s liability is limited to the higher of \$ 100,— per shipment or \$ 20,— per kilogram of cargo lost, damaged or delayed unless a higher declared value is requested, and the fees for such higher declared value are paid. In no event shall O.C.S.'s liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower.

If the shipment involves international transportation, O.C.S.'s liability shall be limited to 16.67 SDR per kilogram of cargo lost, damaged or delayed unless a higher declared value is requested and the fees for such higher declared value are paid. The rules relating to liability established by the Warsaw Convention as amended the Protocol of The Hague shall apply to the international carriage of any shipment hereunder insofar as the same is governed thereby. For international shipments this waybill shall be deemed an air waybill within the meaning of Warsaw convention.

Insofar as the transport is sea borne, however, the Hague-Visby Rules will apply.

Except with the express agreement in writing of an authorized officer of O.C.S., O.C.S. will not carry:

Currency

Jewellery

Bullion

Cashier Cheques

Antiques

Pharmaceuticals

Liquor

Stamps

Precious Metals

Fire Arms

Money Orders

Plants

Drugs

Tobacco

Works of Art

Precious Stones

Explosives

Traveller Cheques

Animals

Foodstuffs

Perishables

-Negotiable instruments in bear form

-Lewd, obscene or pornographic materials

-Industrial cartons and diamonds

-IATA restricted articles, including hazardous or combustible materials tude of any federal, state or local government of any country from to or though which the shipment may be carried

-And any other items from time to time notified by O.C.S. to be a prohibited item in accordance with this paragraph.

No parcel or item requiring a customs declaration is acceptable for transport out of the origin country via O.C.S.'s document service in relation to such parcel or item O.C.S.'s worldwide parcel service must be clearly selected and utilised by the shipper.

Any declared value in excess of the maximums allowed herein is null and void and the acceptance by O.C.S. of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums.

Subject to the limitations of liability contained in this waybill O.C.S. shall only be liable for loss, damage, misdelivery or non-delivery caused by O.C.S.'s own negligence.

O.C.S. is not liable for any loss, misdelivery or non-delivery caused by the act, default or omission of the shipper, consignee or other party who claims interest in the shipment, the nature of the shipment of any defect thereof, violation by the shipper or consignee of any of the TERMS contained in the Waybill including, but not limited to, improper or insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war riots, strikes, or other labour disputes, weather conditions or mechanical delay of aircraft or other equipment, compliance with delivery instructions from the shipper or consignee, or acts of omissions of any person other than O.C.S.

O.C.S. cannot guarantee delivery by a specific time or date and shall not be liable for any damage due to delay, misdelivery or non-delivery.

In any event, O.C.S. shall not be liable for any special, incidental or consequential damages, including but not limited to loss of profits of income whether or not O.C.S. had knowledge that such damages might be incurred.

3. If for any reason O.C.S. may need the assignment of such rights as to be able to exercise their rights of recourse as against any sub-carrier or its (sub-)agent, the shipper will assign such rights to O.C.S. without delay.

Non-compliance will extinguish any cause of action of the shipper as against O.C.S., notwithstanding O.C.S.'s right to collect freight for the whole carriage.

4. Receipt of the shipment by the consignee or the consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.

All claims other than overcharge, loss or damage, or service failure must be made in writing to O.C.S. within thirty (30) days after the date of acceptance of the shipment by O.C.S.

Claims for overcharge must be made in writing to O.C.S. within thirty (30) days after the bill date.

Notice of loss or damage must be reported to O.C.S. in writing within eight (8) days from the date of delivery, unless otherwise required by national law, rule or regulation applicable to the shipment. The shipment, its container(s), and packing material must be made available to O.C.S. for inspection at the delivery location.

Claims for service failure, or non-delivery of a shipment must be reported to O.C.S. in writing within ninety (90) days after the date of acceptance of the shipment by O.C.S.

5. All shipments are subject to opening for inspection by O.C.S., however, O.C.S. is not obligated to perform such inspection.

6. O.C.S. maintains cargo liability coverage for \$ 100,000,— per occurrence. O.C.S. may adjust the amount at any time.

7. The shipper shall be primarily liable for all costs and expenses related to this shipment.

8. ALL TERMS, including, but not limited to all the limitations of liability, shall apply to O.C.S.'s agents and their contracting carriers.

9. At the request of the shipper, and if the appropriate premium is paid and the fact recorded the goods covered by this waybill are insured on behalf of the shipper under an open policy for the amount requested by the shipper as set out (recovery being limited to the actual loss or damage not exceeding the insured value) against all risks of physical loss or damage from any external cause whatsoever, except those arising directly or indirectly from war risks, strikes, riots, hostilities, legal seizure or delay or inherent vice, and subject to the terms and conditions of such open policy must be reported immediately to an O.C.S. office. If the amount of the insurance requested does not cover the full landed cost of the goods, any claim amount is subject to proration under the policy terms.

10. The right to damages shall be extinguished if an action is not brought within two (2) years, reckoned from the date of arrival at the destination or from the date on which the consignment ought to have arrived or from the date the carriage stopped.

11. This contract is to be construed according to the Laws of the Netherlands.

12. Any lawsuit in relation to this contract shall be brought before the competent court at Rotterdam, unless mandatory law confers jurisdiction upon another court.