



# SCHENKER



## **Official Shipping Instructions for Road, Air & Sea Shipments**

DB Schenker are the sole **Official Logistics Provider** for Event Shipping, Customs Clearance and On-Site Handling for in-cosmetics Asia 2018 being held on the 30th October - 1st November 2018



# PRE-ALERT & CONTACT INFORMATION

To make a booking, kindly complete the attached order form enclosed with your complete pre-alert instructions.

DB Schenker Fairs and Events  
Mayne House, Juniper Park  
Fenton Way, Basildon  
Essex, SS15 6TD  
United Kingdom  
Telephone: +44 (0) 1268 632200

Contact: Gary Sanderson  
E-mail: gary.sanderson@dbschenker.com

All **pre-alerts** must be sent to gary.sanderson@dbschenker.com by the following deadlines:

Airfreight consignments	14 days prior to arrival at Airport
Seafreight consignments	14 days prior to arrival at Port
Courier consignments	14 days prior to arrival to site (per shipping instructions)

Pre-alerts should include the following information:

- Exhibition Name
- Exhibitor name / Standbuilder
- Hall & stand number(s)
- Contact on stand / phone number
- Shipment details (number of parcels, dimensions, weight...)
- ETA
- Customs instructions
- Full on site inbound / on site / outbound instructions (i.e. delivery to / collection from stand date/time)
- Billing company / address (and VAT number if tax registered and established within the EU)
- Details of any specific instructions / requirements

NB: Late pre-advice surcharges will be applied for shipments arriving after the specified deadlines.  
**DB Schenker cannot be held liable for late submitted pre-advice.**

Please also provide the following details concerning your delivering vehicle:

- Truck & trailer number
- ETA



## ARRIVAL DEADLINES

**Airfreight:** Arrival to destination airport on a pre-paid basis no later than 17th September 2018

**Seafreight:** Arrival to destination port on a pre-paid basis no later than 14th September 2018

**Documents:** Copies of shipping documents for sample raw material and cosmetics to be received no later than 27th August 2018

**Literature Samples:** Arrival of literature samples and souvenirs / give-aways (2 copies) no later than 17th September 2018



## OFFICIAL EVENT TIME

### BUILD-UP

Saturday 27th October  
12:00 - 20:00hrs  
Space only & Shell Scheme

Sunday 28th October  
08:00 - 20:00hrs  
Space only & Shell Scheme

Sunday 29th October  
08:00 - 20:00hrs  
Space only

### EXHIBITION

Tuesday 30th October  
10:00 - 18:00hrs

Wednesday 31st October  
10:00 - 18:00hrs

Thursday 1st November  
10:00 - 17:00hrs

### BREAKDOWN

Thursday 1st November  
17:00 - 22:00hrs\*

Friday 2nd November  
08:00 - 15:00hrs\*

\*Further time restrictions apply



## SEAFREIGHT INSTRUCTIONS

All shipments for in-cosmetics Asia 2018 should be sent "Freight Pre-Paid" to Bangkok port/airport consigned as follows:

#### Consignee

Schenker (Thai) Ltd.  
3388/54-61, 63, 66-67 Sirinrat Bldg  
16th -19th Floors, Rama IV Road, Klongton  
Klongtoey, Bangkok 10110, Thailand

#### Notify

in-cosmetics Asia 2018  
c/o Schenker (Thai) Ltd  
Exhibitor name: *Exhibitor name*  
Stand no: *Stand no*

- Pieces, weight and volume of freight should be clearly indicated on the waybill.
- Separate waybills must be issued for each individual exhibitor (consol is okay but each exhibitor must be issued with their own house waybill).
- A 10% outlay commission will be imposed on all 'Freight Collect' consignments.

**Any shipments arriving after the specified deadline may be subject to a surcharge and may affect the requested delivery date to stand.**



## AIRFREIGHT INSTRUCTIONS

Same as above



## DOCUMENTATION

The following documentation is required for all shipments:

- 2 original + 2 copy master air or sea waybills
- 2 original + 3 copy commercial invoices (separate commercial invoices are required for permanent / temporary import) or ATA Carnet (original Power of Attorney letter to 'Schenker (Thai) Ltd' required for ATA Carnet)
- 1 copy Thai import licence (restricted goods only – please see relevant section in these instructions)
- Copy of insurance policy showing the survey agent in Bangkok

Copies of all documentation should be sent to Schenker for checking by the **28th August** to check that all details are correct. If the shipment does not contain cosmetic items, please send for checking no later than **28th August**.

### Commercial Invoice

Please ensure that your commercial invoice complies with the following check list:

- Must indicate the individual weight, dimensions and type (i.e. crate, box, drum) of each package in the shipment
- Must clearly indicate the content of each package with separate values (in US\$), HS Tariff codes and origin for each individual item
- Must indicate the type of import into Thailand (temporary or permanent – separate invoices are required for each)
- Must clearly indicate which items are packed into which boxes (piece numbers mentioned on your commercial invoice should tally up with the piece numbers mentioned on the labels attached to your packages)
- Must have an original signature (preferably in blue ink)
- Must list precise description of goods such as size, capacity, make, model and serial numbers (composition, details of analysis and chemical names are required for any chemicals or chemical products)

The following declaration should also be stated on the commercial invoice.....

***'Goods are intended for display purposes only at the in-cosmetics Asia 2018 exhibition, for free distribution / re-export after the event' (as applicable).'***

Customs will examine all shipments for in-cosmetics Asia 2018. Shipments containing items not declared on the commercial invoice will incur fines and delays and may even be confiscated.

# TEMPORARY IMPORTATION & CUSTOMS DUTY

Goods for temporary import must bear serial or product codes wherever possible. The same codes should be mentioned on the commercial invoice. Thai customs are likely to force permanent import and payment of duties when this information is not available.

Goods under bond (temporary import) must be re-exported from Thailand immediately after In-Cosmetics Asia 2018. There is no possibility to amend temporarily admitted goods to a permanent import.

Customs duty and tax must be paid upon initial import into Thailand for goods to be permanently imported for In-Cosmetics.

Printed matter cannot be temporarily imported into Thailand and is subject to heavy duties and taxes relative to the weight of the matter being imported (irrespective of the declared value).

Thai customs reserve the right to re-assess any declared values on the commercial invoice and charge duties, taxes or a bond fee on the re-evaluated amount.

**All duties and taxes will be billed as per receipt plus a 5% (US\$35.00min) outlay fee.**



## CASE MARKING & PACKAGING

Packaging should be designed with internal padding and battens as to be suitable for the nature of the goods and the intended mode of transport and to be able to withstand both outward and return journeys (if required).

It should be capable of easy unpacking and repacking. For this reason it is advisable to use screws or clips for cases rather than nails.

All packaging should be 'ISPM15' (International Standards for Phytosanitary Measures) compliant. Please contact your local government plant health organisation for further details.

All cases should be clearly marked showing In-cosmetics Asia 2018, c/o Schenker (Thai) Ltd, your exhibiting name, stand number, case number (i.e. 1of3, 2of3 etc), gross weight and dimensions.

Case numbers on the labels should tally up with those mentioned on commercial invoice(s). Goods for temporary import must be packed separately from goods for permanent import and must be issued with separate commercial invoices.

## RESTRICTED GOODS

Cosmetic products and ingredients and some chemicals require Thai FDA import licences which have to be applied for 2 months prior to the departure of the goods (goods requiring licences should not be shipped until approved by FDA).

To apply for a FDA import licence the following documents need to be submitted to Schenker:

- A copy commercial invoice
- A copy certificate of free sale (issued by your local government Department of Health)
- A copy of products ingredients list
- A copy MSDS (materials safety data sheet)

# RESTRICTED GOODS

(continued)

Other goods requiring import licences are (but not limited to) medical products, foodstuff, radio and telecommunications equipment, vehicles, alcohol and tobacco.

Some goods cannot be imported into Thailand at all. Such goods are (but not limited to) weapons, military goods, playing cards, narcotics, pornographic or other offensive media, scales, measuring appliances and marble.

Please check with Schenker should you have any items that may be of concern.

## COURIER SHIPMENTS

### Advance Courier Shipments

Courier shipments for In-cosmetics Asia 2018 should be sent to Schenker's office in Bangkok on a door-to-door customs cleared basis:

#### Ship to

Schenker (Thai) Ltd, Fairs & Events Dept  
3388/54-61, 63, 66-67 Sirinrat Building 16-19th Floors  
Rama IV Road, Klongton, Klongtoey, Bangkok, 10110, THAILAND  
Contact: Mr Jackrit Singhanutta / Telephone: +66 2 269 6500 (x 6725)

A copy of the courier waybill and commercial invoice should be sent to Schenker for checking prior to the consignment's departure.

Shipments will be transferred to the show site the next working day.  
Please note that Schenker will have no control over the customs clearance of courier shipments.

### Courier Shipments Direct to Show Site

Sending courier shipments directly to the show site is not advisable. Some delivery companies will allow anyone within the venue to sign for the consignment (i.e. a cleaner, visitor, car park attendant) and the consignment may not make its way to your stand with any possibility to locate it within the venue.

For that reason, Schenker are not responsible for courier shipments until received at our on-site office regardless of whether they are addressed to us or not.

It is the exhibitor's responsibility to check with Schenker to see if their packages have been received. Schenker will not notify the exhibitor that their goods have arrived.

Shipments arriving directly at the show site requiring payment of Thai customs duty or any freight charges will be refused by Schenker unless pre-arranged. Shipments MUST therefore be sent on a DELIVERED DUTY PAID basis.



## CARGO INSURANCE

It is the responsibility of the exhibitor to ensure that they have adequate insurance for their goods whilst in transit to and from the exhibition, whilst there and / or in storage and also in transit to other destinations.

Schenker Ltd can provide competitive cargo insurance upon written request.

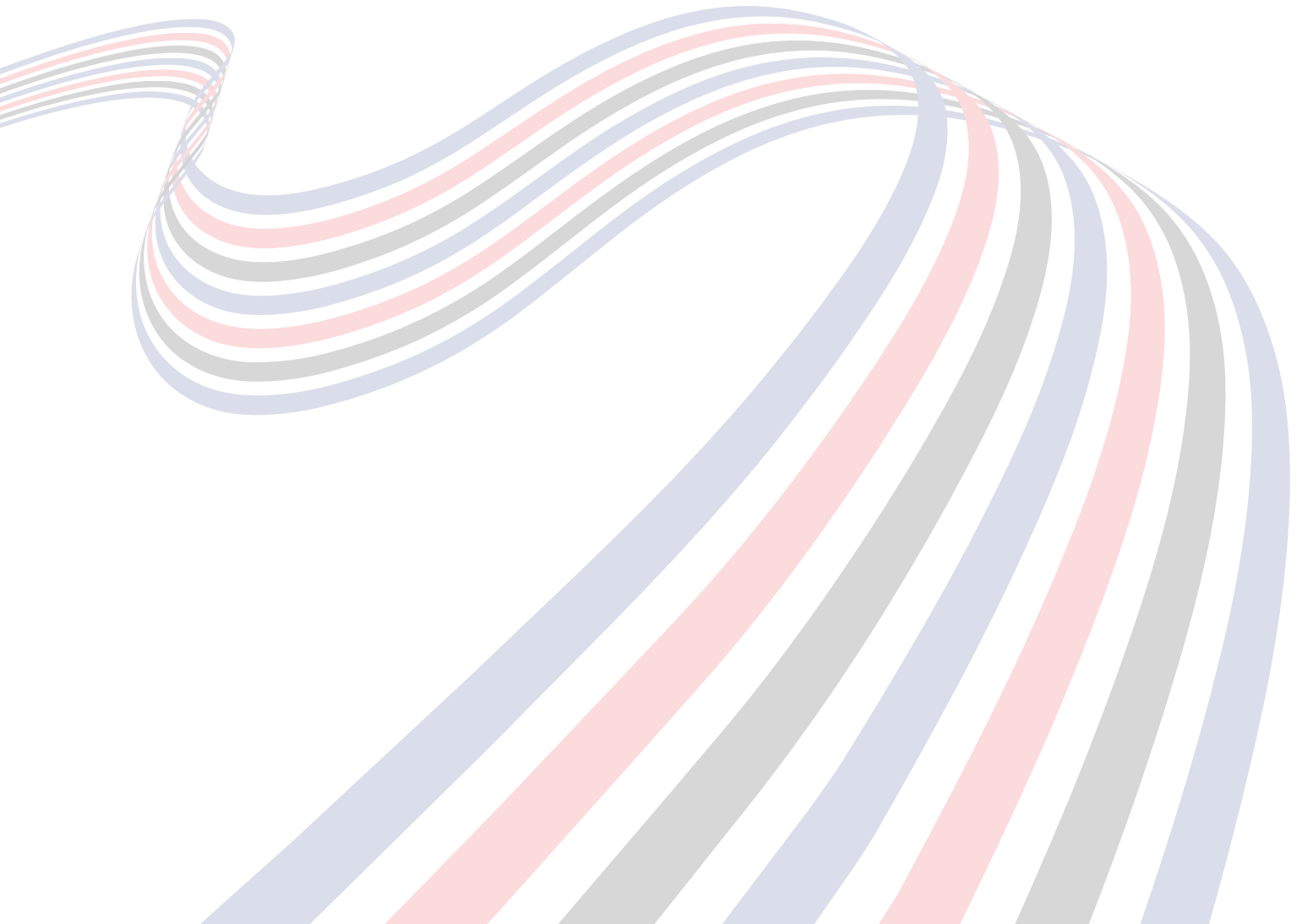
## ON-SITE REPRESENTATIVE

Experienced representatives from Schenker Ltd, Fairs and Events will be on-site during the exhibition tenancy to supervise customs clearance and freight handling and to liaise with exhibitors during the course of the event.



## TRADING CONDITIONS

All work and services provided by Schenker Ltd will be undertaken in accordance with our standard trading conditions. A copy of the trading conditions is attached to these shipping instructions.





# PAYMENT OF SERVICES

In most cases, where agents are used within our organization or who are well known to us we will deal directly with those agents. It is therefore strongly recommended to employ an agent in your own country with whom we can make these arrangements.

Exhibitors or stand contractors with whom we invoice directly, we have two methods of payment available:

## BANK TRANSFER

GBP STERLING	EURO	US DOLLAR
Deutsche Bank AG London Global Transaction Banking Winchester House 1 Great Winchester Street London EC2N 2DB	Deutsche Bank AG London Global Transaction Banking Winchester House 1 Great Winchester Street London EC2N 2DB	Deutsche Bank AG London Global Transaction Banking Winchester House 1 Great Winchester Street London EC2N 2DB
Account name: Schenker Limited	Account name: Schenker Limited	Account name: Schenker Limited
Account number: 13757700	Account number: 13757701	Account number: 13757702
Sort code: 40-50-81	Sort code: 40-50-81	Sort code: 40-50-81
IBAN number: GB82DEUT40508113757700	IBAN number: GB55DEUT40508113757701	IBAN number: GB28DEUT40508113757702
Swift Code: DEUTGB2L	Swift Code: DEUTGB2L	Swift Code: DEUTGB2L

## CREDIT CARD

If credit facilities are not agreed, then pre-payment of all services will be required.

If a bank transfer is not possible, note DB Schenker accept payments via credit card.

We accept VISA, MasterCard, or AMEX. Please note that a credit card surcharge is applicable subject to the card being used at the time. Please refer to our tariff of charges.



# BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) – STANDARD TRADING CONDITIONS 2005A EDITION

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME, BEING CLAUSES 8, 10, 11(A) and 11(B), 12-14 INCLUSIVE, 18-20 INCLUSIVE AND 24-27 INCLUSIVE

All heading are indicative and do not form part of these conditions

## DEFINITIONS AND APPLICATION

1 In these conditions the following words shall have the following meanings:-

"Company" the BIFA member trading under these conditions

"Consignee" the Person to whom the goods are consigned

"Customer" any Person at whose request or on whose behalf the Company

undertakes any business or provides advice, information or services

"Direct Representative" the Company acting in the name of and behalf of the Customer

and/or Owner with H.M.Revenue and Customs ("HMRC") as defined

by Council Regulation 2193/92 or as amended

"Goods" the cargo to which any business under these conditions relates

"Person" natural person(s) or any body or bodies corporate

are Special Drawing Rights as defined by the International Monetary

Fund

"Transport Unit" packing case, pallets, container, trailer, tanker, or any other device

used whatsoever for and in connection with the carriage of Goods by

land, sea or air

"Owner" the Owner of the Goods or Transport Unit and any other Person who

is or may become interested in them

2 (A) Subject to sub-paragraph (B) below, all and any activities of the Company in the course

business, whether gratuitous or not, are undertaken subject to these conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any business

undertaken, these conditions shall, as regards such business, be read as subject to such

legislation, and nothing else in these conditions shall be construed as a surrender by the Company

of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such

legislation, and if any part of these conditions be repugnant to such legislation to any extent,

such part shall as regards such business be overridden to that extent and no further.

3 The Customer warrants that he is either the Owner, or the authorised agent of the Owner and

also, that he is accepting these conditions not only for himself, but also as agent for and on behalf

of the Owner.

## THE COMPANY

4 (A) Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the

services as an agent, or, to provide those services as a principal.

(B) The Company reserves to itself full liberty as to the means, route and procedure to be followed in

the performance of any service provided in the course of business undertaken subject to these

conditions.

5 When the Company contracts as a principal for any services, it shall have full liberty to perform

such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such

services.

6 (A) When the Company acts as an agent on behalf of the Customer, the Company shall be entitled,

and the Customer hereby expressly authorises the Company, to enter into all and any contracts on

behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and

whether such contracts are subject to the trading conditions of the parties with whom such

contracts are made, or otherwise.

(B) The Company shall, on demand by the Customer, provide evidence of any contract entered into

as agent for the Customer. Insofar as the Company may be in default of the obligation to provide

such evidence, it shall be deemed to have contracted with the Customer as a principal for the

performance of the Customer's instructions.

7 In all and any dealings with HMRC for and on behalf of the Customer and/or Owner, the Company

is deemed to be appointed, and acts as, Direct Representative only.

8 (A) Subject to sub-clause (B) below,

(i) has a general lien on all Goods and documents relating to Goods in its possession, custody or

control for all sums due at any time to the Company from the Customer and/or Owner on any

account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf

of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods

detained under lien;

(ii) shall be entitled, on at least 28 days notice in writing to the Customer, to sell or dispose of or deal

with such Goods or documents as agent for, and at the expense of, the Customer and apply the

proceeds in or towards the payment of such sums;

(iii) shall, upon accounting to the Customer for any balance remaining after payment of any sum due

to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any

liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or

deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject

only to the Company taking reasonable steps to bring to the Customer's attention its intention to

sell or dispose of the Goods before doing so.

9 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and

other remunerations customarily retained by, or paid to, freight forwarders.

10 (A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time

and place when and where the company is entitled to deliver, the Company shall be entitled to

store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner,

whereupon the Company's liability in respect of the Goods, or that part thereof, stored as

aforsaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be

governed by these conditions. All costs incurred by the Company as a result of the failure to take

delivery shall be deemed as freight earned, and such cost shall, upon demand, be paid by the

Customer.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale

or otherwise as may be reasonable in all the circumstances):-

(i) after at least 28 days notice in writing to the Customer, or (where the Customer cannot be traced

and reasonable efforts have been made to contact any parties who may reasonably be supposed

by the Company to have any interest in the Goods) without notice, any Goods which have been

held by the Company for 90 days and which cannot be delivered as instructed; and

(ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate

prospect of doing so in a manner which has caused or may reasonably be expected to cause loss

or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11(A) No insurance will be effected except upon express instructions given in writing by the Customer

and accepted in writing by the Company, and all insurances effected by the Company are subject

to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk.

Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a

separate insurance on the Goods, but may declare it on any open or general policy held by the

Company.

(B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the

Customer, and the limits of liability under clause 26(A)(ii) of these conditions shall not apply to the

Company's obligations under clause 11.

12(A) Except under special arrangements previously made in writing by an officer of the Company so

authorised, or made pursuant to or under the terms of a printed document signed by the Company,

any instructions relating to the delivery or release of the Goods in specified circumstances (such as,

but not limited to, against payment or against surrender of a particular document) are accepted by

the Company, where the Company has to engage third parties to effect compliance with the

instructions, only as agents for the Customer.

(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties,

charges, dues or other expenses from the Consignee, or any other Person, on receipt of evidence

of proper demand by the Company, and, in the absence of evidence of payment (for whatever

reason) by such Consignee, or other Person, the Customer shall remain responsible for such

freight, duties, charges, dues or other expenses.

(C) The Company shall not be under any liability in respect of such arrangements as are referred to

under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any

event, the Company's liability in respect of the performance of, or arranging the performance of,

such instructions shall not exceed the limits set out in clause 26(A)(ii) of these conditions.

13 Advice and information, in whatever form it may be given, is provided by the Company for the

Customer only. The Customer shall indemnify the Company against all loss and damage suffered as

a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not

accept or deal with Goods that require special handling regarding carriage, handling or security

whether owing to their thief attractive nature or otherwise including, but not limited to bullion,

coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets, plants.

Should any Customer nevertheless deliver any such goods to the Company, or

cause the Company to handle or deal with any such goods, otherwise than under such prior

agreement, the Company shall have no liability whatsoever for or in connection with the goods,

howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing by the Company,

the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods

likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other

Goods. If such Goods are accepted pursuant to a special arrangement, but thereafter, and in the

opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall,

whereby reasonably practicable, contact the Customer in order to require him to remove or otherwise

deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where there is a choice of rates according to the extent or degree of the liability assumed by the

Company and/or third parties, no declaration of value will be made and/or treated as having been made

except under special arrangements previously made in writing by an officer of the Company so

authorised as referred to in clause 26(D).

## THE CUSTOMER

17 (A) The Customer warrants :

(i) that the description and particulars of any Goods on information furnished, or services required, by or

on behalf of the Customer are full and accurate and

(ii) that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of

any requested service is fit for purpose, and

(B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked,

and

that the preparation, packing, stowage, labelling and marking are appropriate to any operations or

transactions affecting the Goods and the characteristics of the Goods.

(C) that where the Customer receives the Goods from the Customer already stowed in or on a Transport

Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination

of the Goods loaded therein, or thereon and

(D) that where the Customer provides the Transport Unit, on loading by the Customer, the Transport Unit

is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded

therein or thereon.

18 Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or

causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely

to harbour or encourage vermin or other pests, or Goods liable to taint of affect other goods, whether

declared to the Company or not, he shall be liable for all loss or damage arising in connection with such

Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses

whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the

Company, or any other person in whose custody they may be at any relevant time, shall think fit.

19 The Customer undertakes that no claim shall be made against any director, servant, or employee of the

Company which imposes, or attempts to impose, upon them any liability in connection with any services

which are subject to these conditions, and, if any such claim should nevertheless be made, to indemnify

the Company against all consequences thereof.

20 The Customer shall save harmless and keep the Company indemnified from and against:-

(A) All liability, loss, damage, cost and expense whatsoever (including, without prejudice to the generality,

of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by

any authority in relation to the Goods) arising out of the Company acting in accordance with the

Customer's instructions, or arising from any breach by the Customer of any warranty contained in these

conditions, or from the negligence of the Customer and

(B) without derogation from sub-clause (A) above, any liability assumed, or incurred by the Company

when, by reason of carrying out the Customer's instructions, the Company has become liable to any

other party, and

(C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the

liability of the Company under the terms of these conditions, regardless of whether such claims, costs,

and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty

of the Company, its servants, sub-contractors or agents, and

(D) any claims of a general average nature which may be made on the Company.

21 (A) The Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due,

immediately and without reduction or deferment on account of any claim, counterclaim or set-off.

(B) The rate of Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due

from the Customer.

22 Where liability arises in respect of claims of a general average nature in connection with the Goods, the

Customer shall promptly provide security to the Company, or to any other party designated by the

Company, in a form acceptable to the Company.

## LIABILITY AND LIMITATION

23 The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

24 The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or

damage is caused by:-

(A) strike, lock-out, stoppage or restraint or labour, the consequences of which the Company is unable to

avoid by the exercise of reasonable diligence; or

(B) any cause or event which the Company is unable to avoid, and the consequences of which the

company is unable to prevent by the exercise of reasonable diligence.

25 Except under special arrangements previously made in writing by an officer of the Company so

authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed

departure or arrival dates of Goods.

26 (A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below, the Company's liability howsoever

arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed

(i) in the case of claims for loss or damage to Goods:

(a) the value of any loss or damage or

(b) a sum at the rate of 2 SDR per kilos of the gross weight of any Goods lost of damaged

whichever shall be the lower.

(ii) subject to (iii) below, in the case of all other claims:

(a) the value of the subject Goods of the relevant transaction between the Company and its Customer,

or

(b) where the weight of the subject Goods of the said transaction, or

(c) 75,000 SDR in respect of any one transaction,

whichever shall be the least.

(iii) in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of

or represent the continuation of an original error, and/or omission

(a) the loss incurred, or

(b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of

the original error, and/or omission,

whichever shall be the lower.

(B) Subject to clause 2(B) above and sub-clause (D) below, the Company's liability for loss or damage as

a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a

special arrangement under clause 25) to adhere to agreed departure or arrival dates, shall not in any

circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect

of the relevant contract.

(C) Save in respect of such loss or damage as is referred to at sub clause (B), and subject to clause 2(B)

above and Sub-Clause (D) below, the Company shall not in any circumstances whatsoever be liable for

indirect or consequential loss such as (but not limited to) loss of profit, loss of marketing, or the

consequences of delay or deviation however caused.

(D) On express instructions in writing declaring the commodity and its value, received from the Customer

and accepted by the Company, the Company may accept liability in excess of the limits set out in

sub-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for

accepting such increased liability. Details of the Company's additional charges will be provided upon

request.

27(A) Any claim by the Customer against the Company arising in respect of any service provided for the

Customer, or which the Company has undertaken to provide, shall be made in writing and notified to the

Company within 14 days of the date upon which the Customer became, or ought reasonably to have

become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made

and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the

Customer can show that it was impossible for him to comply with this time limit, and that he has made

the claim as soon as it was reasonably possible for him to do so.

(B) Notwithstanding the provisions of sub-paragraph (A) above, the Company shall in any event be

discharged of all liability whatsoever and howsoever arising in respect of any service provided for the

Customer, or which the Company has undertaken to provide, unless suit be brought and written notice

thereof given to the Company within nine months from the date of the event or occurrence alleged to

give rise to a cause of action against the Company.

## JURISDICTION AND LAW

28 These conditions and any act or contract to which they apply shall be governed by English law and any

dispute arising out of any act or contract to which these Conditions apply shall be subject to the

exclusive jurisdiction of the English courts.

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## DANGEROUS GOODS (AIR)

The inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers or crew. However, some goods of dangerous nature can be accepted for carriage providing the quantity is restricted to within the given limits and packing conforms to specifications laid down in the current edition of the IATA Dangerous Goods Regulations (CAO) Technical Instructions. The Airline's agreement to accept dangerous cargo must be obtained before the consignment is delivered. A shipper's declaration for dangerous goods, in duplicate on the form appropriate to the danger involved, as required by the current IATA Dangerous Goods Regulations, must accompany every consignment of dangerous cargo, worded as follows "I hereby declare that the contents of this consignment are fully accurately described above by proper shipping name and are classified, packed, marked and labelled, and are in all respects in the proper condition for transport by air according to the applicable International anNational

Government Regulations. The use of the Client's own forms is no derogation of these Conditions.