

STANDARD TRADING CONDITIONS

1. Any business undertaken, including any advice, information or service provided, whether or not for payment by SCS Express International Limited ("SCS") is transacted subject to these conditions, each of which shall be deemed to be incorporated in and to be a condition of any agreement whether written, oral or implied between SCS and the shipper. SCS shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed by a director of SCS.
2. SCS is not a common carrier and reserves the right to refuse the transportation of any goods or documents for any person, firm or company at its discretion.
3. If any legislation is compulsorily applicable to any business undertaken by SCS, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by SCS of any rights or immunities or as an increase or 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 void to that extent but no further.
4. SCS will only enter into a transaction with a shipper who is the owner or authorised agent of the owner of any goods or documents to which the transaction relates. The shipper warrants that it is authorised to accept and is accepting these conditions not only behalf of itself but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods or document.
5. SCS undertakes, subject to payment of SCS's charges in accordance with rates notified to the customer from time to time, to transport the shipper's goods and/or documents between destinations agreed between SCS and the shipper. Any business accepted by SCS may in its absolute discretion be performed in whole or in part by its agents or sub-contractors of such terms and conditions as such agents or sub-contractors may stipulate. SCS reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the shipper's goods or document, including the right to transport the shipper's goods or documents on owner's risk terms.
6. Prior to transportation the shipper shall complete and sign SCS's standard form forwarding airbill ("Airbill") in respect of each shipment of goods or documents accepted or picked up by SCS from one location for shipment to one address.
7. The shipper warrants that all goods or documents consigned with SCS are fit to be transported in the condition in which they are handed to SCS.
8. The shipper shall be responsible for packing and addressing goods or documents and warrants that they have been properly and sufficiently packed and addressed. Without prejudice to the generality of the foregoing SCS reserves the right to refuse to transport goods or documents which, in its sole opinion, are unsafely or improperly packed or addressed.
9. SCS reserves the right to inspect goods or documents accepted for transportation to ensure that all such goods or documents are suitable for transportation to the country of destination within the standard operating procedures, customs declarations and handling methods of SCS. In making this reservation SCS does not warrant that any particular item to be transported is capable of transportation without infringing the law of any country or state form, to or through which the item may be carried.
10. The shipper shall be liable for any duties, taxes, imposts, levies, deposits or outlays of any kind levied by the authorities at any port, at any place for or in connection with the goods or documents and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by SCS in connection therewith.
11. The shipper shall be bound by and warrants the accuracy of all descriptions, values and particulars furnished to SCS for its customs, consular, and other purposes and it undertakes to indemnify SCS against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission in relation thereto, even if such inaccuracy or omission is not due to any negligence on the part of the shipper, its servants or agents.
12. When goods or documents are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
13. SCS can arrange to insure the shipment at extra cost against specified risks if it receives a specific request in writing a reasonable time before transportation commences.
14. SCS will not make any deduction for the purposes of any statute, convention or contract as to the nature or value of any goods or as to any special interest in delivery.
15. If in the opinion of SCS any goods or documents cannot be delivered because they are indeliverably or incorrectly addressed, because they are not collectible or accepted by the consignee on the agreed delivery date or for any other reason then (a) in the case of perishable goods SCS may forthwith sell or dispose of them without notice to the shipper (b) in the case of non-perishable goods and documents SCS may after giving 21 days written notice to the shipper of intention to do so, sell or dispose of them, and all charges expenses arising in connection with the storage, sale or disposal of such goods or documents shall be paid by the shipper, and any proceeds of sale after deduction of all such charges and expenses shall be paid to the shipper.
16. SCS will not transport any noxious, dangerous, hazardous, inflammable or explosive goods or any likely to cause damage (including goods likely to harbour or encourage vermin, or other pests), bullion, coins, currency, stamps, negotiable instruments, securities in bearer form, precious stones, metals, jewellery, antiques, works of art, watches, clocks or other articles, should any shipper eventuality arise in any such goods or documents, SCS shall not be bound to transport such goods or documents and SCS shall have no liability to the shipper in respect of such goods and the shipper shall be liable for and indemnify SCS against all penalties, claims, damages and expenses whatsoever arising in connection therewith and SCS may deal with them as in its sole discretion sees fit.
17. Payment of all sums due to SCS shall be made within 30 days of delivery of an invoice to the shipper and in default of payment SCS reserves the right to charge interest on the amount outstanding at the rate of 2% per month. All sums shall be paid to SCS in cash when due without deduction and payment shall not be withheld or deferred on account of any claim, counter claim or set off.
18. Any goods or documents accepted by SCS for transportation shall be subject to a particular lien for monies due to it for the carriage of and other proper charges or expenses in connection with such goods or documents, and to a general lien for any monies due from the shipper, or owner to SCS. If any lien is not satisfied within one calendar month after notice of the exercise of the lien has been given to the person from whom the monies are due the goods or documents may be sold by auction or otherwise at the sole discretion of SCS and at the expense of such person. The net proceeds of such sale shall be applied in or towards the satisfaction of such lien and payment of all proper charges and expenses arising in connection with such sale. Any surplus proceeds of such sale shall be paid to the shipper.
19. (a) Subject to these conditions, SCS shall only be liable for any loss of or damage to goods or documents or for any non-delivery or mis-delivery thereof (hereinafter in the sub-conditions called "Loss") whilst such goods or documents were in the actual custody of control of SCS and provided such Loss was due to the negligence of SCS its servants or agents. If such Loss is not due to the negligence of SCS its servants or agents SCS shall be liable for such Loss to the extent of any sum recovered by SCS from any third party in respect of such Loss subject to deduction of any costs unrecovered in the proceeding but SCS shall be under no obligation to take any action against any third party.
(b) We also will not be liable for loss, damage or delay caused by events we cannot reasonably control, including but not limited to Acts of God, perils of air, weather conditions, strikes, riots, civil commotions, acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.
(c) Whilst SCS will endeavour to deliver goods or documents in accordance with any agreed time schedule SCS will not, under any circumstances, be liable for delay in pick up or delay in transportation of any shipment regardless of the cause of such delay.
(d) Save as aforesaid SCS shall be under no liability, however arising in respect of or in connection with any goods, documents, instructions, business, advice, information, service or otherwise and in particular shall not be liable for consequential Loss or any other Loss whatsoever how ever the same shall arise whether or not SCS had knowledge that such damages might be incurred, including but not limited to, Loss of income, profits, interest, utility or Loss of any particular market.
20. Subject to the limitations of liability set out in Condition 19, the liability of SCS for any one shipment in respect of which a claim is made shall not exceed the lesser of:-
 - (a) AN AMOUNT OF U.S. \$100 (ONE HUNDRED U.S. DOLLARS) OR
 - (b) The amount of any loss or damage to the shipment actually sustained.
 - (c) In the case of documents, the actual value as ascertained by reference its cost of preparation, replacement, reconstruction or reconstruction value at the time or place of shipment or
 - (d) In the case of goods, the declared value on the airbill.
21. (i) Any claim brought by a shipper against SCS in respect of any liability under these conditions must be notified by the shipper to SCS in writing within 28 days of the date when the goods or documents should have reached their destination. No claims may be made against SCS out side this time limit.
(ii) Notwithstanding any of the foregoing, no claim for Loss or damage will be entertained on any shipment until all transportation charges thereon have been paid. The amount of a claim may not be deducted from any charges owed SCS and the shipper hereby waives any and all rights including any statutory or common law rights to set off the amount of any such claim against transportation charges owed to SCS.
22. The shipper shall be liable for all losses, damages, expenses and fines arising as a result of its failure to comply with its obligations under these conditions or as a result of its negligence and shall indemnify SCS against all losses, damages, expenses, and fines whatsoever, direct or consequential, arising from such failure to comply with its obligations under these conditions. If SCS, in connection with the goods or documents the shipper shall indemnify SCS against all losses, damages expenses and fines whatsoever whether direct or consequential and however arising from or in connection with such instructions.