

TERMS & CONDITIONS OF CARRIAGE

Any business undertaken by Skycom Express is carried out subject to the condition hereafter set out, each of which shall be deemed to be incorporated in and to be a condition of any agreement between Skycom and a customer (sender). Skycom Express is not a common carrier and accepts no liability as such and will only carry parcels or documents subject to these conditions. Here after Skycom Express would be referred as Skycom. Any documents or parcels would be referred as shipments.

Unacceptable Shipments:

Sender agrees that the following shipments are un-acceptable for transportation:

- If it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), any applicable government department or other relevant organization
- Animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics or drugs.

In the event that any sender should consign to Skycom any such item, as described above, or any item which the customer has undervalued for customs purpose or mis-declared, whether intentionally or otherwise the customer shall indemnify and hold Skycom harmless from all claims, damages, fines and expenses arising in connection with this.

Packaging :

The packaging of the sender's documents or goods for transportation is the sender's sole responsibility, including the placing of goods or documents in any container which may be supplied by the customer to Skycom. Skycom accepts no responsibility for loss of damage to documents or goods caused by inadequate or inappropriate packaging.

Deliveries & Undeliverable:

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the receiver's address given by the shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. Undeliverable shipments due to consignee not being available or incorrect address or due to non-clearance or any other reasons could be returned back to shipper all the applicable charges would be borne by the shipper.

Inspection:

Skycom has the right to open and inspect a shipment without prior notice to the shipper.

Shipment charges & billing:

Skycom carriage charges are calculated according to the higher of actual or volumetric weight and any shipment may be re-weighed and re-measured by Skycom to confirm this calculation. The sender shall pay Skycom all shipment charges, storage charges, duties & taxes or any other charges incurred for the clearance and owed for the services provided by Skycom in case the consignee refuses the same.

Routing:

Skycom reserves the right to transport the customer's shipment by any route and procedure and by successive carriers and according to its own handling, storage and transportation methods.

Skycom's Liability:

As per the Warsaw Convention relating to international carriage, liability for a non-delivery is expressly limited to USD100 (equivalent local currency) or the value declared on the airwaybill whichever is lower for an international shipment and USD25 (equivalent local currency) for a local shipment. Skycom shall not be liable in any event for any consequential losses.

Claims:

All claims must be submitted in writing to Skycom within 30 days from the date that Skycom accepted the shipment, failing which Skycom shall have no liability whatsoever. Shipper shall not hold any payments due to Skycom.

Delayed Shipments:

Skycom will make every reasonable effort to deliver the shipment according to Skycom's regular delivery schedules, but these are not guaranteed and do not form part of the contract. Skycom is not liable for any damages or loss caused by delays.