

## **Import Express - Terms and Conditions**

These Terms and Conditions are made and entered into by and between the company identified in the Application Form ("Customer") and Aramex for the use of Aramex Import Express services ("Service"). The Service is provided to the Customer under the terms and conditions below and any updates or amendments as published from time to time by Aramex on its website, aramex.com:

- 1. Customer hereby authorizes Aramex to collect or receive any and all packages addressed to the Customer until the Customer notifies Aramex in writing of its intent to terminate the Service.
- 2. Customer hereby authorizes Aramex to complete on the Customer's behalf any documents legally required to complete exporting or importing formalities. However, Aramex is not in any way obligated by virtue of the aforementioned authorization to sign or execute any documents on the Customer's behalf.
- 3. The "Door to Door" Import Express shipping rates are subject to a variable fuel surcharge as published
- 4. Aramex will calculate "Door to Door" Import Express shipping rates based on the higher value of shipment Gross weight or Volumetric weight (L x W x H / 5000)
- 5. Unless otherwise stated, the shipping rates shall be exclusive of all local airport taxes, value added taxes, customs duties, levies, fees, imposts, deposits, or outlays incurred in respect of carriage of the Customer's goods, which shall be the sole responsibility of the Customer.
- 6. Aramex shall not be under any obligation to pay any customs duties, fees and/or applicable taxes on behalf of the Customer. The Customer shall pay customs duties, fees and applicable taxes on imported shipments prior to Aramex releasing the shipment and/or the shipping documents.
- 7. Aramex will invoice the Customer for all shipments that were shipped under the Customer's account, without obtaining Customer's confirmation in advance.
- 8. Aramex will invoice the Customer on a monthly basis, and the Customer undertakes to settle the full amount of any outstanding invoice within 30 days from the invoice date.
- 9. Customer undertakes not to use the Service for any illegal, immoral, obscene or fraudulent purposes or for any other purposes prohibited by Aramex, or by the Country of Origin, or by the Country of Destination, or any other regulations. Customer further undertakes that any use of the Service shall be in conformity with all international, federal, state and local laws. Such laws include but are not limited to laws related to banking, money laundering, trade sanctions and terrorist activities.
- 10. Customer shall provide Aramex with invoices and/or other documentation related to its shipments at any time as requested by Aramex, customs, or other official authority.
- 11. The shipping rates and any other related charges stated herein are subject to change upon the sole discretion of Aramex at any time whatsoever, with thirty (30) days prior notice to Customer to be sent to the email address of the Authorized Person as indicated on the Application Form.
- 12. Aramex may amend these Terms and Conditions from time to time and without notice to the Customer. Any and all amendments to these Terms and Conditions shall be published on aramex.com and shall be effective on the date of publication thereof. Customer is responsible for checking these Terms and Conditions periodically to remain updated and in compliance with these terms. Customer's use of the account after any amendment to the Terms and Conditions shall constitute acceptance by the Customer of the amended Terms and Conditions, and Customer also agrees to be bound by any such changes/revisions.
- 13. Customer agrees that Aramex may cease to provide such Service to the Customer for good cause. Good cause shall include, but is not limited to:
  - Customer's use of the Service for illegal, obscene, or fraudulent purposes or for any purpose prohibited by Aramex, the country of origin, country of destination or any other regulation or law;
  - b) Customer's failure to pay monies owed to Aramex when due; and
  - c) Customer's violation of any provision of these Terms and Conditions.

Customer acknowledges that, for the purpose of determining good cause as provided herein, the actions of any person authorized by Customer to use the Service will be attributed to Customer.

- 14. Customer acknowledges and agrees the Service is provided by Aramex solely for the purposes of importing goods as set out under these Terms and Conditions. The Customer undertakes not to use the "Drop and Ship" address for any other purpose including, but without limitation, using the address and details of the account as a billing address or including the address in the Customer's contact details as the Customer's physical address in the Customer's website or business card. The Customer's breach of the above shall constitute good cause and will lead to termination by Aramex.
- 15. Aramex's liability for loss or damage to shipments is limited to the lesser of (i) the value of the shipment; or (ii) Twenty Five United States Dollars (USD 25) per kilogram or its equivalent in local currency per shipment, regardless of the nature of the claim. Aramex shall not be liable for indirect, incidental, or consequential damages, such as loss of profit.
- 16. Aramex will not be liable for any penalties imposed or loss or damage incurred due to the Customer's documents or goods being impounded by customs or other official authorities, and the Customer hereby indemnifies Aramex against such penalty or loss it may incur.
- 17. Aramex reserves the right to disclose Customer's personal information to any law enforcement agency requesting it in order to comply with applicable laws and lawful official authority requests, to operate the Service properly, or to protect Aramex, its customers, or suppliers.
- 18. Aramex may, at its sole discretion, discard, destroy, auction, or otherwise dispose of any of the Customer's shipments within sixty (60) days after receipt to the Customer's account, if the Customer does not claim the shipments received to the Customer's account.
- 19. Aramex will not accept on behalf of the Customer Cash on Delivery shipments and/or postage due mail unless prior arrangement has been made, and agreed to by Aramex at its sole discretion.
- 20. Aramex shall not accept certified, registered, insured, or express mail ("Accountable Mail") on the Customer's behalf unless otherwise requested by the Customer and agreed by Aramex pursuant to certain requirements that will be determined by Aramex on a case by case basis.
- 21. In consideration for Aramex's acceptance of Accountable Items and the substantial responsibilities involved therein, the Customer expressly releases Aramex from all responsibility for loss, damage, or other disposition of the Accountable Items. In addition to such release, the Customer further waives any and all rights of claim against Aramex in respect of the Accountable Items.
- 22. Customer agrees to protect, indemnify, safeguard, and hold Aramex and its respective affiliates, subsidiaries, parent corporations, franchisees, officers, agents, and employees harmless against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement accounts, costs and causes of action of any type or nature arising out of or in connection to the use of the account and the Service, including without limitation any demands, claims, and causes of action for personal injury or property damage arising from such use, from failure of the Country of Origin postal services, other relevant postal authority, or any commercial courier service to deliver on time or otherwise fail to deliver any shipment, from damage to or loss of any shipment or account contents by any cause whatsoever, and from any violation by Customer of applicable international, federal, state or local laws.
- 23. Aramex is only responsible for shipping packages that have the same name as the Customer stated on the Application Form. For any package received to an account which does not match the corresponding name on the Application Form, Aramex may, at its sole discretion, elect not to deliver the shipment.
- 24. These Terms and Conditions shall be construed and interpreted in accordance with the laws of the country of destination.
- 25. If any section or any portion of any section of these Terms and Conditions is construed to be illegal, invalid or unenforceable, such provision or portion shall be deemed obsolete and deleted from these Terms and Conditions, while all other sections of these Terms and Conditions and the remaining portion of any section which is construed to be illegal, invalid or unenforceable shall continue in full force and effect.
- 26. Failure by any party to enforce at any time any term, provision, or condition of these Terms and Conditions, or to exercise any right herein, shall in no way operate as a wavier thereof.