

Xpress Logistics Limited
Standard Trading Terms and Conditions

1. Xpress Logistics Limited, hereinafter referred to as "XL" shall include all its associated and subsidiary companies and appointed agents around the world.
2. The goods herein described are accepted by XL in apparent good order (except as noted). In tendering the shipment, Shipper agrees to the terms and conditions of this contract, and those terms and conditions set forth in the most recent Standard Trading Conditions, each of which will be deemed to be incorporated in and to be a condition, of any agreement whether written, oral or implied, between XL and Shipper. XL Standard Trading Conditions are available for inspection at any XL office and are hereby expressly incorporated by reference. No agent, employee or representative of XL has authority to alter, modify or waive any provision of these conditions or said Standard Trading Conditions. The invalidity of any provisions of this contract shall not affect any other part hereof.
3. XL will only carry goods which are the property of the Shipper and the Shipper warrants that it is authorised to accept and is accepting these conditions not only on behalf of itself but also as agent for or on behalf of all other persons who are or may thereafter become interested in the goods. The Shipper hereby undertakes to indemnify XL against any damages, costs and expenses resulting from any breach of this warranty.
4. XL shall not be liable for any loss, damage, misdelivery of non-delivery not caused by its own negligence; or any loss, damage, misdelivery or non-delivery caused by:
 - A. The act, default or omission of the Shipper, Consignee, or any other party who claims any interest in the Shipment.
 - B. The nature of the shipment or any defect, characteristic, or inherent vice thereof.
 - C. Act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, or omissions of customs of quarantine officials, riots, strikes, civil commotions, hazards incident to a state of war, weather conditions, or delay of aircraft or other vehicles used in providing transportation services.
 - D. Acts or omissions of any Carrier or other entity or person to whom a shipment is tendered by XL for transportation beyond that provided by XL, regardless of whether the Shipper requested or had knowledge of such third-party delivery arrangements.
 - E. SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INDIRECT LOSS HOWEVER ARISING, WHETHER OR NOT XL HAD KNOWLEDGE OR SHOULD HAVE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, INTEREST UTILITY OR LOSS OF MARKET.
5. While XL will endeavour to exercise its best efforts to provide an expeditious delivery in accordance with regular delivery schedules XL WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICK-UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF THE DELAY.
6. Because of the nature of the service XL's liability for Courier Shipments is limited to the actual amount of the loss or 100\$ US whichever is less. If a liability limitation is required in excess of 100\$ US XL requires the Shipper to give prior notice in order for XL to make alternative arrangements as provided for in Article 7 set forth below. However, where applicable, the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by air Signed at Warsaw, Poland, on 12 October 1929, and any amendments thereto shall apply to the international carriage of any shipment hereunder insofar as the same is governed thereby, and where applicable by the rules relating to liability established by the Convention on the Contract for the international carriage of goods by road (CMR, Geneva, May 1956 and protocol of 5 July 1978, Geneva) shall apply to the international carriage of any shipment hereunder insofar as the same is governed thereby.
7. At the request of the Shipper and upon payment of additional charges therefore, XL will arrange insurance on behalf of the Shipper. The insurance coverage shall be governed by all the terms and conditions contained in the policy of insurance issued by the insurance carrier, XL shall in no event be responsible for said coverage or insurance carrier. Consequential damages and loss or damage resulting from delays in transportations are not covered by any such policy of insurance.
8. XL is authorised (but shall be under no obligation) to advance any duties, taxes, or charges, and to make any disbursements with respect to the goods, and the Shipper, Owner, and Consignee shall be jointly and severally liable for the reimbursement thereof. XL shall not be under obligation to incur any expense or to make any advance in connection with the Shipment, including forwarding or reforwarding of the goods except against repayment by the Shipper. If it is necessary to make customs entry of the goods at any place the goods shall be deemed to be Consigned at such place to the person named on the face hereof as customs Consignee, or, if no such person be named to the Carrier carrying the goods to such place or to such customs Consignee, if any, as such Carrier may designate. The Shipper guarantees payment of all charges and advances.
9. XL shall have a lien on the goods for all freight charges, customs duties, advances or charges of any kind arising out of this contract or carriage and may refuse to surrender possessions of the goods until such charges are paid.
10. Damage or shortage must be reported in writing to XL or its agent within fourteen (14) days from the date the shipment is placed at the disposal of the person entitled to delivery of the shipment, or in the event of non-delivery, fourteen (14) days from the date of issue of the air waybill. All claims must be received by XL within forty-five (45) days from the date of issue of the air waybill. Notwithstanding any of the foregoing, no claims for damage, shortage, or non-delivery will be entertained until all transportations charges have been paid.
11. XL does not accept hazardous, combustible or explosive materials, precious materials or stone in any form, negotiable securities, negotiable instruments, currency, uncanceled postage or revenue stamps, cashier's cheques, antiques, livestock or plants, or any perishable commodity, and in the event that any Shipper should tender such items to XL, the Shipper shall indemnify XL for all claims, damages, and expenses, arising in connection therewith and XL shall have the right to deal with such items as it shall see fit, including the right to abandon Carriage of the same immediately upon XL having knowledge that such items have been tendered.
12. Except as otherwise specifically provided in this contract, delivery of the goods will be made only to the Consignee named on the face hereof. Notice of arrival of the goods, where required, will, in the absence of other instructions, be sent to the Consignee or the person to be notified by ordinary methods. XL is not liable for non-receipt or delay in receipt of such notice.
13. XL assumes no obligation to forward the goods by any specified Carrier or over any particular route or routes or to make connection at any point according to any particular schedule, and XL is hereby authorised to select or deviate from, the routes of shipment, notwithstanding that the same may be stated on the face thereof.
14. The Shipper warrants that the shipment is packaged to protect the enclosed goods and to insure safe Transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for Carriage. All shipments may, at XL's option be opened and inspected.
15. The Shipper shall comply with all applicable laws, customs and other government regulations of any country to, from through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations XL is not liable to the Shipper or any other person for loss or expense due to Shipper's failure to comply with this provision.
16. Shipper agrees that XL may accept the Airbill as a Shipper's letter of instructions, authorizing XL to act as Shipper's agent for export control and customs purposes. XL assumes no liability whatsoever for failure to act as Shipper's agent as provided in this article.
17. These conditions of contract, and any interpretation or dispute arising therefrom, shall be made in accordance with, and shall be within the exclusive jurisdiction of the laws and courts respectively of Malta.
18. XL IS NOT A COMMON CARRIER, and will only carry goods subject to these conditions.