"Terms & Conditions of Trade with SMA Worldwide plc."

1. In these conditions:
   - (a) "Company" means SMA Worldwide plc
   - (b) "Goods" means any documents or things (including containers and packaging) consigned by a customer from one address to another.
   - (c) "Customer" means any individual, firm, body corporate, unincorporated association or other body, who consigns Goods as aforesaid.

2. The Company is not a Common Carrier and accepts Goods for conveyance on and subject exclusively to these Conditions. No servant or agent of the Company has any authority to alter, vary or waive any provisions of this Contract in any respect.

3. The Company accepts Goods for Conveyance on the basis that (a)-(g) below of these Conditions are all fulfilled and the Customer irrevocably warrants that they are so fulfilled.
   - (a) that the Customer is either the owner of or acting as the fully authorised agent for the owner of the Goods and that if any person has an interest in the Goods the Customer is acting as his fully authorised agent also.
   - (b) that the Goods do not comprise or include weapons, ammunitions or explosives (Please refer to SMA Dangerous Goods T&C)
   - (c) that the Goods do not comprise or include a letter or letters which the United Kingdom Post Office has an exclusive right to convey.(Please refer to SMA UK downstream Access and Global Mail T&C)
   - (d) that the Goods do not comprise or include drugs, documents or things, which it is illegal to have in possession in the United Kingdom or elsewhere.
   - (e) that the Goods do not comprise or include documents or other things which it is illegal to take out of England or to take into the country to which they are consigned.
   - (f) that the Company has been given express prior written and detailed notice of the toxic, corrosive, combustible or flammable nature of any Goods. Customer is obliged to declare all Dangerous Goods correctly and package it in line with prevailing IATA/ICAO/SMA regulations (pls call our CS).
   - (g) that unless packed by the Company the Goods are packed to the Customer's complete satisfaction and in strict compliance with all relevant packing regulations. The Company is only responsible for Packaging undertaken by the Company and instructed to do so and paid for by Customer (SMA has a full-fledged packaging services for normal freight and DG freight according to UN and IATA/ICAO regulations).

4. The Customer shall pay the Company in respect of each consignment of the Customer's Goods in accordance with the Company's tariff charges in force at the time of each consignment, details of which are available on request from the Company. Payment shall be made promptly and, in any event, within 15 days from the date of the Company's invoice. No deductions or retentions shall be made by the Customer on account of any alleged claims against the Company for compensation or otherwise.

5. In the event that the Company pays or agrees to pay any third party any duty and/ or taxes and/ or levy in respect of any Customers Goods:
   - (a) the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent. (DDP Consignments)
   - (b) whether or not delivery of the Goods is actually made to the address to which they are consigned immediately upon receipt of the Company's Duty Invoice in respect of such duty and/or tax and/or levy the Customer shall settle such Duty Invoice in full. (DDU or DDP Consignments) immediately (i.e no credit available for custom duties, specialised clearance, deferment payments or purchase of containers and bespoke packaging).
   - (c) in the event of any Customer failing to comply strictly with sub-condition (b) above the Company shall be at full liberty to deal with the Goods in accordance with Condition 15 below.

6. No Insurance cover for the Goods shall be arranged by the Company unless a written request is received by the Company prior to the Company accepting the Goods for conveyance. For the avoidance of doubt, no insurance for the Goods shall be deemed or assumed to have been arranged by the Company unless and until written confirmation of the insurance cover arranged by the Company for the Customer is received by the Customer and any such cover shall only commence from that date and time and shall be subject to the Terms of the Insurance stipulated in such written confirmation in line with the Company's Lloyd's underwriters.(Please refer to SMA Lloyds Insurance conditions). Online booking is deemed sufficient prove when the client "ticks" insurance requirements. SMA Worldwide plc can refuse to insure any item that is excluded from its insurance arrangments or any other item without giving any reason whatsoever.

7. The Company is entitled to convey Goods:
   - (a) By its own servants and/or by an airline, delivery Company and/or other independent contractor.
   - (b) By any means of conveyance
   - (c) By any route whatsoever.

8. If, for any reason beyond the Company's control, it is unable to convey the Goods to the address to which they are consigned, or to effect delivery at the said address:
   - (1) the Company shall endeavour to communicate with the Customer and request a new address to which the Goods can be delivered in the country in which the Goods are then lying. A re-delivery charge will be charged in addition to the agreed courier charge.
   - (2) if the Company is unable to communicate with the Customer within a reasonable time, or the Customer does not provide it with a new address for delivery within a reasonable time, the Company shall be at liberty to deal with the Goods in accordance with Condition 15 hereinafter set out or to destroy them. The agreed charge will apply and invoiced automatically to the client.

9. The total liability of the Company to pay the Customer compensation for loss damage misdelivery or overdue delay occurring in respect of the Goods, whether caused solely by the Company's negligence or default of the Company's servants shall be limited to the lesser of the Declared Value for Carriage of the Goods (stipulated in the Waybill and insured on customer instructions) or the tariff charged/ payable in respect of the Company's conveying the Goods with a maximum of £50 payout for any uninsured claim and:
   - (a) no compensation shall be payable by the Company to the Customer in respect of indirect or consequential loss.
   - (b) no compensation whatsoever shall be payable in the event that the Customer fails within 3 days of any loss damage misdelivery or delay occurring to the Goods becoming known to the Customer to report this to the Company at its registered office by recorded first class letter.
   - (c) no compensation whatsoever shall be payable in the event that the Customer fails within 7 days of any loss damage misdelivery or delay occurring to the Goods to report this to the Company at its registered office by recorded delivery first class letter.
   - (d) no compensation whatsoever shall be payable in the event that any legal proceedings commenced against the Company by the Customer relating to any claim for compensation as aforesaid are not brought within the period of 2 years commencing with the date of the alleged loss damage misdelivery or delay.
   - (e) no compensation shall be payable in the event of loss damage misdelivery or delay caused by events beyond the Company's control, including but not limited to acts of God, perils of the air, adverse weather conditions, mechanical delays, acts of war, hostilities, civil commotions, strikes, industrial action, acts of public enemies, or acts of omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

10. Save as provided in Condition 9 above the Company shall not be under any other liability whatsoever arising to the Customer in respect of the Goods.

11. Without prejudice to the generality of Condition 10 above for the avoidance of doubt the Company shall not be liable in respect of any losses caused:
    - (a) partly by its negligence and/or the negligence of its servant and partly by negligence of the Customer.
    - (b) by any independent contractor in any manner whatsoever.

12. The Company's servants on whose behalf the Company contracts shall not be under any liability whatsoever in respect of the Goods.

13. In the event of any loss damage misdelivery or delay occurring in respect of the Goods by reason of any act or default of an independent Contractor the Company shall at the Customer's request assign to the Customer any right of action which the Company may have against the independent Contractor.

14. The Customer shall indemnify the Company against:
    - (a) any expenses incurred as a result of the Company's inability for any reason beyond its control to convey or deliver the Goods to the address to which they were assigned or at all
    - (b) any claims, costs and/or demands by third parties relating to the Goods
    - (c) any unusual expenses incurred by the Company as a result of it conveying the Goods such as returns, re-delivery, change of delivery address, raising paperwork, additional paperwork, custom clearance, special handling issues among others.

15. The Company shall have lien for any amount due under the Contract and the cost of recovering the same. If any lien is not satisfied within reasonable time, the Company shall be at full liberty to sell the Goods, either privately or by auction and to apply the proceeds of any such sale in or towards discharge of the lien and the expense of sale.

English Law shall govern this contract and any dispute under it shall be within the exclusive jurisdiction of the English Courts.