

## **EMEX Terms and Conditions of Carriage**

### **1. Definitions.**

The article defines the meaning of the terms used in these Terms - terms of the contract of carriage between you and us.

“We” and other forms of this pronoun shall mean persons belonging to EMEX group with participation of EMEX LLP or companies affiliated with EMEX LLP in their capital and without such participation, their employees, agents, and legally independent third parties related to the persons belonging to EMEX group under contractual relationships;

“You” and other forms of this pronoun shall mean the shipper, bearer of the bill of lading, the owner of the content of the Shipment and any other person who has the rights to the Shipment.

Transportation shall mean the whole set of actions, works and services carried out with regard to transportation;

The Shipment shall mean an envelope, a document issued at the Shipment receipt.

Way-bill shall mean a transport document issued at the Shipment receipt.

### **Your acceptance of our Terms.**

By submitting us the Shipment, you join the terms of this agreement, regardless of whether you signed the way-bill or not. You agree that we have the right to enter into agreements with third parties on any terms acceptable to us for transportation purposes or part thereof. We are not obliged to follow you oral or written instructions that apply to Shipment transferred from you to us for transportation, if these instructions are inconsistent with these terms and conditions of the agreement and the current legislation of the country of departure, destination or transit.

### **2. Route**

We independently determine the order, route, means, and other conditions of delivery of your Shipment, including the possibility that the Shipment may be carried via intermediate stopping places.

### **3. Address**

You are responsible for correct indication of the full address (including zip code).

If you entered the wrong address, we shall make reasonable efforts to determine the correct address. We do not accept Shipments for transportation to the addresses indicated in the form of a mailbox number or post office. Shipments are delivered to the addressee at the address indicated by you, but not necessarily to the specified addressee personally.

### **4. Packaging / Safety Rules / Prohibited Items.**

You shall guarantee that the content of the Shipment is packed in such a way that is necessary for safe transportation by any means of transport, and that the Shipment in nature can not be a danger to our employees or harm other Shipments. Packaging of the Shipment shall eliminate the possibility of damage to its internal content during transportation and access to it without breaking the outer packing. We do not accept Shipments that are classified as dangerous goods, prohibited or restricted articles by ICAO (International Civil Aviation Organization), IATA (International Air Transport Association) or other local or international dangerous goods regulations. We also do not accept:

- Shipments restricted by respective transport;

- monetary units, traveller's cheques, bearer securities and other items that can be used as means of payment;
  - perishable goods;
  - narcotic and psychotropic substances;
  - firearm, air weapon, gas spray guns, cold weapons (including missile weapon), and ammunition;
  - precious metals and stones, and products made of them;
  - Shipments that by their nature may pose danger to our employees or harm other Shipments;
  - other goods prohibited for transportation by applicable legislation of the country of origin, destination or transit;
- we shall not be responsible for delivery of the above Shipments, if they are accepted by us for transportation by mistake.

## **5. Inspection**

You agree that we, at our discretion, or any authorised state body shall have the right to open and inspect, inspect your Shipment for any reason and at any time, without notice.

## **6. Responsibility/ Insurance**

Our responsibility in case of loss (theft), damage of a Shipment shall be limited by the Law of the Republic of Kazakhstan On Mail. If the Shipment has declared value, we can offer you to insure the Shipment to the amount equal to its full value. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays. There is additional charge for facilitation in shipment insurance.

## **7. Disclaimer**

We shall not be liable to you if the loss (theft), damage, delay, non-delivery of the Shipment was due to:

- circumstances beyond our control, including: force majeure (war, military actions of any nature, disaster, strike, transport accident, blockade, embargo, lockout, earthquake, fire, flood, and other natural disasters) as well as interruptions in air and land transportation.
- defect or special features of the Shipment, even if they were known at receipt; hidden defects or expressed defects of the Shipment content;
- illegal actions (inaction) of the addresser, addressee, third parties with regard to the goods;
- actions or omissions committed by anyone, except for our employees, such as:
  - the addresser (indication of incomplete or inaccurate data about the Shipment and the addressee in the way-bill; shipment of prohibited items, even if such Shipment was accepted for transportation by mistake;
  - the addressee;
  - third party concerned;
  - any state authority;

We shall not be liable for indirect damages or special damages, such as lost profits, loss of income, profits, market sales, goodwill, resulting from loss, damage, delay, delivery to the wrong address or non-delivery of the Shipment, even if if we were made aware of the risk of such damage or loss before or after the acceptance of the Shipment.

## **8. Claims**

We receive claims within 21 calendar days from the day the Shipment was delivered to you, and in case of loss – from the day the Shipment had to be delivered to you.

We are to consider your claim within 30 calendar days, but we are not bound to consider with your claim in case our services were not paid.

Claims shall be accepted for consideration in case at the moment of acceptance of the Shipment, loss, damage or shortage of the Shipment content was marked in the document confirming the delivery, or a separate act was drafted in the presence of a courier. Otherwise, unless the contrary is proved, we shall have the right to assume that you received the Shipment undamaged.

## **9. Public carrier**

You acknowledge that we are a public carrier and we reserve the right to abandon transportation of any shipments, any firm or company, and transportation of any type of Shipments at our own discretion.