

NEW ACCOUNT APPLICATION FORM

Company Name:

Trading Name:

Trading Address:

Country: Post Code:

Telephone No: Fax No:

Collection Address: (if different from above)

Post Code: Country:

Telephone No: Fax No:

Nature of Business:

VAT Registration number Website:

Company Registration Number:

Duty Deferment account:

Amount of Business to be Placed Per Month:

Currency:

Please indicate number of shipments per month:

Courier Export: Courier Import:

Freight Export (+50kg): Freight Import (+50kg):

Shipping Contact: Accounts Contact:

Position: Direct Dial Tel:

Email Address: Accounts Direct Email:

I wish to open a credit account with ITD Global. I confirm that I have read and understand your: Terms & Conditions of trading and understand that all consignments are carried subject to ITD Global's Terms & Conditions (see below).

I note and accept your Terms & Conditions

Print Name:

Position: Date:

For ITD use only

Date Acc opened: Account No:

Type of Account: Credit Account Credit Card* Deposit Direct Debit

Official credit limit: Credit Limit authorised:

*Credit Card form received: Yes No

Approved credit terms:

CONDITIONS OF CARRIAGE (NOVEMBER 2014)

1. Definitions. “**Carriage**” means the holding, transport, delivery and other services undertaken with respect to a Shipment. “**Conditions**” means these standard conditions of carriage as modified by ITD from time to time and the Tariff. “**Dangerous Goods**” means any Package that is forbidden by the International Air Transportation Association (IATA) Dangerous Goods Regulations or the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air. “**Package**” means any envelope, document, package or freight. “**Shipment**” means any Package or other item tendered to, and accepted by ITD for Carriage subject to the Conditions. All Packages covered under a Waybill shall be considered a single Shipment. “**Shipper**” means the party listed as the shipper in a Waybill. “**Shipping Parties**” means the Shipper, the consignee, the receiver, and the owner of the Shipment, and/or anyone else having an interest in the Shipment and “**Shipping Party**” shall be construed accordingly. “**Tariff**” means ITD’s tariff applicable to the location where a Shipment is tendered for Carriage, as amended periodically or a tariff otherwise agreed to by ITD and a Shipping Party for a Shipment. “**ITD**” means Interdelta Limited (a company incorporated in England and Wales (registered number 5103858) whose registered office is at 3rd Floor Manchester House, 86 Princess Street, Manchester M1 6NP) trading as ITD Logistics and its subsidiaries and affiliates and their respective directors, officers, employees, agents and independent contractors. “**Waybill**” means a single air waybill, consignment note, shipping document, manifest, label, electronic entry or similar item relating to a Shipment.

2. Agreement to Conditions.

Shipper agrees that any business undertaken by ITD or any information, advice or service supplied by ITD is undertaken or provided subject to these Conditions which shall constitute the terms of any contract between ITD and the Shipper. The Shipper agrees that it is, and shall procure that the Shipping Parties will be, bound by the Conditions, copies of which are available at any ITD office or on ITD’s website www.itdglobal.com. Agreement to be bound by these Conditions is confirmed by a Shipping Party requesting Carriage for the Shipment, tendering it for Carriage or signing a Waybill. ITD is bound by the Conditions.

3. Representations and Warranties.

ITD makes no warranty, express or implied, and expressly disclaims any and all warranties. Shipper represents, warrants and undertakes in favour of ITD that all Packages will comply with the restrictions in paragraphs 3.1 to 3.4 (inclusive) below.

3.1 Packages must not weigh more than 68 kilograms (or 150 lbs) or exceed 270 centimetres (or 108 inches) in length or a total of 330 centimetres (or 130 inches) in length and girth combined.

3.2 The declared value of any Package will not exceed the local currency equivalent of USD 50,000 (or its value stated for customs) and which sum represents Shipper’s full interest in delivery at destination. In addition the value of any jewellery or watches, other than costume jewellery or costume watches, in a package shall not exceed the local currency equivalent of USD 500.

3.3 Packages will not contain any prohibited articles including (but not limited to) articles of unusual value (such as works of art, antiques, precious stones, stamps, unique items, gold or silver), money, cash equivalents or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates, endorsed or other securities), firearms and Dangerous Goods, any item that is illegal to possess, carry, import or export or, any item that does not have all licenses required for Carriage.

3.4 Packages will not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise taint or damage other goods, or the carriage, export or import of which is prohibited by applicable law. Shipper owns the Shipment or is a fully-authorized agent of a Shipping Party; the Shipment is packed properly for safe Carriage with ordinary care in handling; Packages presented for carriage under these terms have been prepared in secure premises, by him (in the case of an individual Shipper) or by reliable staff employed by him and have been protected against unauthorised interference during their preparation, storage and transportation; The Waybill contain accurate and complete particulars; all Packages contain accurate contact details for the Shipper and the consignee or the receiver of the Shipment and that all such Packages are so packed, marked and labelled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for Carriage and to comply with the requirements of all applicable law; Shipper has provided ITD all the information requested by ITD related to the Shipment and other necessary or appropriate information; and Shipper and the

Shipment will always comply with all applicable laws and requirements. ITD relies on this warranty in accepting any Package for Carriage hereunder.

4. Refusal and Suspension of Carriage.

If it comes to the attention of ITD that any Package does not meet any of the above restrictions or conditions, ITD reserves the right in its absolute discretion to refuse Carriage of the relevant Package (or any Shipment of which it is a part) and, if Carriage is in progress, ITD may suspend Carriage and hold the Package or Shipment to the Shipper's order.

No Shipment with a declared value exceeding USD 50,000 will be accepted, and any excess is null and void;

ITD may also suspend carriage if it cannot effect delivery, for any reason, of a Package to the consignee at its address listed on the relevant Waybill, at the third attempt, if the receiver refuses to accept delivery, if it is unable to effect delivery because of an incorrect address (having used all reasonable means to find the correct address) or because the correct address is found to be in another country from that set out on the Package or Waybill or if it cannot collect amounts due from the receiver on delivery. There shall not be any liability on the part of ITD for such failure. Where ITD is entitled to suspend carriage of a Package or Shipment, it is also entitled to return it to the Shipper at its own discretion. The Shipper will be responsible for the reasonable costs and expenses of ITD (including storage), for such losses, taxes and customs duties as ITD may suffer and for all claims made against ITD because a Package does not meet any of the restrictions, conditions or representations in paragraph 3 above or because of any refusal or suspension of carriage or return of a package or shipment by ITD which is allowed by this paragraph 4. In the case of the return of a Package or Shipment, the Shipper will also be responsible for paying all applicable charges calculated in accordance with the prevailing commercial rates of ITD.

If the Shipper tenders to ITD a Package which fails to comply with any of the restrictions or conditions in paragraph 3 above without ITD's express written consent, ITD will not meet any loss howsoever arising which the Shipper may suffer in connection with the Carriage by ITD of such Package (regardless of whether that failure to comply has caused or contributed to the loss and notwithstanding any negligence on the part of ITD or its employees, contractors or representatives) and, if ITD does suspend Carriage for a reason allowed by these Conditions, the Shipper shall not be entitled to any refund on the carriage charges it has paid. ITD may bring a claim in respect of such non-compliance.

If, having suspended Carriage of a Package or Shipment in accordance with these provisions, ITD is unable within a reasonable time to obtain the Shipper's instructions on disposition of the Package or Shipment or to identify the Shipper or any other person entitled to the goods (having if necessary opened the Package), ITD shall be entitled to destroy or sell the Package or Shipment, at its absolute discretion. The proceeds of any such sale shall first be applied to any charges, costs or expenses (including interest) outstanding in respect of the Package or Shipment or otherwise from the Shipper concerned. Any balance shall be held to the Shipper's order.

This Section 8 amends Articles 12 through 14 of the Warsaw Convention (as defined below) to the extent that they can be so amended. If the Shipper tenders to ITD a Package which falls into the category of Restricted Packages (as defined on ITD's website www.itdglobal.com) or conditions in paragraph 3 above without ITD's express written consent, ITD will not meet any loss howsoever arising which the Shipper may suffer in connection with the Carriage

5. Dangerous Goods.

Shipper represents, warrants and undertakes in favour of ITD to induce ITD to accept for Carriage items that are dangerous goods under applicable law or other requirement: each Shipping Party is deemed an approved Dangerous Goods customer by ITD and has provided ITD with all the necessary and appropriate documentation, properly signed; the Package tendered for Carriage is packed securely, and marked and labeled correctly in accordance with all applicable laws and requirements; and Shipper has provided ITD with all necessary and appropriate declarations in respect of Dangerous Goods.

6. Charges.

The Shipper agrees to pay ITD the amount of the Shipment's Carriage in accordance with the Tariff. Payment shall, unless paid before Carriage, be made, free of deduction, set-off or exchange, within 14 days from date of invoice or on demand.

If ITD is required to pay any taxes, duties or levies on behalf of a Shipping Party, and ITD is unable to recover such amount on request from the relevant person, that amount will be payable by the Shipper on demand. This also applies in cases where the receiver or, in the case of third party billing, the third party fails to pay any charges which they are due to pay.

If any sum is not paid by the Shipper or the Shipping Parties under these terms, ITD may hold any Packages it is carrying until it

receives payment in full or may sell such Packages and use the proceeds to make good the debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

ITD's rates for Carriage set out in the Tarrif are calculated only for the carriage of Packages which do not exceed in value the local currency equivalent of USD 50,000. Subject to 4 above, in the event that ITD becomes aware that it has carried a Package which, without ITD's express written consent, exceeds this value, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms, an additional carriage charge equivalent to 5% of the value of the Package in excess of USD 50,000 is applicable. ITD reserves the right to amend, change or revise its Tarrif without notice. ITD's rates for Carriage will fluctuate based on currency conversion. The invoice that pertains to each particular Shipment will contain the actual exchange factor for that Shipment.

7. Certain Acknowledgments.

The Shipping Parties acknowledge and agree that: ITD Logistics is not a common carrier and reserves the right in its absolute discretion to refuse Carriage to any package tendered to it for Carriage; ITD is not obligated to pay any duties or other charges in connection with the Shipment or its Carriage; delivery of the Shipment by a stipulated date or time is not guaranteed; the Shipment's receipt by a consignee without complaint is prima facie evidence of its delivery in good condition and in accordance with the contracted Carriage.

8. Rights Reserved to ITD.

ITD reserves the right, but is not obliged, to open and inspect, or scan by means of X-ray, any Package tendered to it for Carriage at any time. ITD may reject or abandon Carriage of the Shipment, and amend or correct information about it, but is not required to do so.

Shipper hereby grants ITD with a power of attorney and all other necessary authority to complete, execute and file on Shipper's behalf any and all declarations, documents and other requirements to be filed with any governmental or regulatory authority to comply with any law, rule or regulation affecting the Shipment or its Carriage. Acceptance of the Shipment is no waiver of the Conditions by ITD. ITD's obligations in the Conditions may be performed by anyone in ITD. ITD is not responsible or liable for any information or filing. Carriage may be made with whatever stopovers.

A Shipment may be carried by any means and any route, via any intermediate stopping places that ITD deems appropriate. ITD may engage subcontractors to perform services and contracts both on its own behalf and on behalf of its servants, agents and subcontractors each of whom shall have the benefit of these Conditions.

9. Customs Clearance.

Where a Package requires customs clearance, it is the Shipper's responsibility to provide complete and accurate documentation for the purpose but ITD will unless instructed otherwise act as the Shipper's agent in obtaining customs clearance. Provided that, in the case of Shipments whose points of despatch and destination are both within the same customs area, ITD will only perform customs clearance if instructed to do so. The Shipper also agrees that ITD may be considered as being the receiver of the Package for the sole purpose of appointing a customs broker to carry out any customs clearance.

If any duties, taxes, penalties, charges or expenses are imposed or incurred as a result of any action by the customs authorities or as a result of any failure by the Shipper or the receiver to provide correct documentation or any permits or licences required in connection with carriage, the receiver will initially be charged by ITD with payment and, if ITD cannot collect payment from the receiver on request, the Shipper's will pay to ITD, on demand, the amount in question.

10. Limitation of Liability.

10.1 Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of ITD is governed by and will be limited according to the applicable rules.

10.2 Where Convention Rules or other mandatory national laws do not apply, ITD will only be liable for failure to act with reasonable care and skill and its liability for loss, damage or delay in the delivery of the shipment shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to proven damages not exceeding the greater of either:

(a) GBP 60 per Shipment; or

(b) 8.33 Special Drawing Rights ("SDRs") per kilo of the goods affected,

unless a higher value has been declared by the Shipper under paragraph 10.4 below. An SDR is a unit of account adopted by the

International Monetary Fund and its current value is regularly published in major financial newspapers. As at the date of publication of these terms 8.33 SDRs was equal to approximately GBP 6.

10.3 If the claimant (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a shipment or package, any liability ITD may incur in respect thereof (limited as above) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.

10.4 Subject to the provisions of paragraph 10.5, the Shipper may obtain the benefit of a greater limit of liability than ITD provides under paragraph 10.2 above or than may be provided by Convention Rules or other mandatory national law. The Shipper may do so by declaring a higher value on the Waybill and paying an additional charge. If the Shipper declares a higher value for Carriage and pays the applicable charge, then ITD's liability shall be limited to proven damages not exceeding the sum so declared. The value of the goods concerned shall not in any event exceed the sum of £50,000.

10.5 Save where Convention Rules or other mandatory national laws require otherwise, ITD does not accept responsibility for purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of use, arising from any loss of or damage or delay to a Shipment or Package, whether or not a value has been declared in respect of the relevant Shipment under paragraph 10.4.

ITD shall not be liable for any damage to or loss of any packaging.

11. No Liability.

If ITD is unable to start or continue with carriage of the Shipper's Package for a reason beyond its control, ITD will not be in breach of its agreement with the Shipper but will take all steps that are reasonably practicable in the circumstances to commence or continue the Carriage. Examples of events beyond ITD's control are disruption to air or ground transportation due to bad weather, fire, flood, war, belligerency, hostilities, civil disturbance, strikes, riots or civil unrest, weather conditions, natural disasters, acts of God, any act or restraint of any government, public or other authorities (including, without limitation, customs), labour disputes or obligations affecting ITD or some other party and/or any circumstances outside ITD's control.

ITD shall not be liable for any damages or losses that are: special, consequential, indirect or incidental, such as, by way of example and not of limitation, lost profits, income or business opportunity, and interest; related to any act or omission in the Shipment's customs clearance; or caused directly or indirectly by the act or omission of any Shipping Party or of any events beyond ITD's control as set out above.

12. Warsaw Convention.

Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo. (For the purpose of these terms the phrase "the Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12th October 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention

or (iii) the Montreal Convention 1999, whichever is applicable.)

For purposes of the Warsaw Convention, the Shipper's address listed on the front of any Waybill will be deemed the place of departure and the place of execution of such Waybill and the contract of carriage, the recipient's address listed on the front of the Waybill will be deemed the place of destination, and the date next to Shipper's name on the front of the Waybill will be the date it is signed.

13. CMR.

Notwithstanding any clause to the contrary, carriage of goods by road for a fee from one country to a destination in another, may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19th May 1956 ("CMR"). CMR includes limitations on ITD's liability. For purposes of the CMR: (a) the Shipper's address listed on the front of any Waybill will be deemed the place at which the Waybill is made out and the place of taking over the goods, and (b) the date on which the Shipper signs the Waybill will also be deemed the date of such Waybill and the date of taking over of the goods.

14. Claims.

All claims against ITD must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a Shipment), in the case of delay within 14 days of the goods being placed at the disposal of the person entitled to delivery and in the case of loss within 60 days of the Package(s) being consigned

with ITD for Carriage. In addition, ITD will have no liability for any loss, damage, or delay in the delivery of the Shipment or in connection with any Shipment unless legal proceedings are brought and written notice of them is given to it within one month after delivery of the Shipment concerned or, in the case of non-delivery, within one month from the scheduled date for delivery. This term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

15. Certain Indemnifications.

The Shipping Parties shall, jointly and severally, be liable for, and indemnify and hold harmless ITD for and against, any Indemnifiable Losses (as defined below) resulting from any of the following: (i) any inaccurate representation or the breach of any warranty made by any Shipping Party in the Conditions, (ii) any breach by any Shipping Party of any of its obligations in the Conditions, and/or (iii) any and all actions, claims, costs and demands by any Shipping Party or third party relating to the Shipment. For purposes of this waybill, the term "Indemnifiable Losses" means any and all injury, losses, expenses, demands, claims, actions, causes of action, judgments, assessments, damages, amounts paid in settlement of actions or claims, obligations, recoveries, deficiencies, liabilities, fines, penalties, costs and fees, including, but not limited to court costs and reasonable attorneys' fees and expenses.

16. Delivery

ITD may deliver a Shipment to the receiver named on the Waybill or to any other person appearing to have authority to accept delivery of the Shipment on the receiver's behalf (such as persons at the same premises as the receiver or neighbours of the receiver). ITD may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to ITD relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.

Save where Convention Rules or other mandatory national laws require otherwise, ITD accepts no responsibility in any circumstances to suspend Carriage, redirect delivery (whether to a different receiver or address from that named on the Waybill) or return a package to its Shipper and, in the event that it should attempt but fail to do so, shall have no liability for any losses thereby occasioned.

17. Insurers

Certain Shipments comprising jewelry, watches, precious stones, gold and silver which exceed the local currency equivalent of USD 50,000 will not be accepted for Carriage, unless the Shipper is able to arrange insurance for the full value of such Shipment. ITD is aware of certain insurance companies that will provide such insurance "Insurer". ITD is not licensed to give financial advice and accordingly, all information provided by ITD with regard to such Insurer is intended as general information regarding insurers and should never be treated as giving specific advice or recommendations. In the event of ITD notifying a Shipper of the details of an Insurer, such notification should not be construed in any way as a warranty, recommendation, endorsement or a referral of such Insurer by ITD, nor is ITD in any way associated with such Insurer and does not receive any financial benefit if and to the extent a Shipper insures a Shipment with such Insurer.

It is the responsibility of the Shipper user to consider the legal and regulatory position in the relevant jurisdiction, the risks associated with insuring such Shipment with the Insurer and the use of such Insurer is at the sole risk of the Shipper.

The Shipper acknowledges and confirms to ITD that it has not relied and does not rely upon any information or advice provided, or any appraisal of any Insurer that is notified to the Shipper by ITD and that the Shipper has made its own assessment and shall continue to make its own assessment of the Insurer and the Shipper shall indemnify ITD against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Shipper arising out of or in connection with the use of any Insurer.

18. Money Back Guarantees

In respect of certain services and destinations, a number of sub-contractors of ITD offer a money back guarantee on the shipping charges for late or failed delivery "Guarantee". For the avoidance of doubt, ITD shall have no liability to any Shipper or Shipping Parties under such Guarantee nor to make any claim on behalf of a Shipper against a sub-contractor, nor to make any payment to a Shipper in respect of any such Guarantee. An offer by any sub-contractor of any Guarantee does not constitute any form of undertaking or representation that ITD will pay any monies to any Shipper or Shipping Parties.

To the extent any such sub-contractor pays an amount to ITD in respect of any Guarantee, ITD will, as soon as practicable, pay to the relevant Shipper, the amount of such sum actually received by ITD from the relevant sub-contractor in respect of a particular Shipment which is subject to any such Guarantee, with ITD's liability to any Shipper not exceeding the amount received by ITD from the relevant sub-contractor in respect of a particular Shipment which is subject to any such Guarantee.

19. Data Protection

The Shipper agrees that ITD, may use any data provided by the Shipper to ITD for management analysis and monitoring, the purchase and supply of customer materials, administration of customer accounts and the advertising of services and products provided by ITD. The Shipper has certain rights under the law (exercisable by contacting ITD) to have access to, rectify, object to the use for direct marketing of, or delete personal data held by ITD about it.

20. Entire Agreement.

It is the intention of ITD that these Conditions constitute the entire agreement between ITD and the Shipping Parties with respect to the Shipment. If the Shipper wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the Shipper and on behalf of ITD before the Shipment is accepted for carriage by ITD. No employee or agent of ITD has authority to modify or waive any term or condition in these Conditions on behalf of ITD.

21. Severability.

Liability disclaimers in these Conditions are severable. If any provision in these Conditions is deemed to be entirely or partly invalid or unenforceable by a court of competent jurisdiction, the relevant Conditions will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining Conditions.

22. Applicable Law.

Claims with respect to the Shipment or otherwise arising under the Conditions shall be determined in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.