**CARGO SERVICES TERMS AND CONDITIONS**

1.
2. BASIS OF CONTRACT
	1. A Services Order constitutes an offer by the Supplier to provide Contract Services to the Shipper in accordance with these Conditions.
	2. Each Services Order shall be deemed to be a separate offer by the Supplier to provide Contract Services on the terms of these Conditions (except to the extent expressly varied by the terms of the Services Order), which the Shipper shall be free to accept or decline at its absolute discretion.
	3. The Customer may accept a Services Order by either signing and returning it, or by accepting the Services Order in some other electronic form stipulated by the Company from time to time, at which point, and on which date, a Contract shall come into existence in relation to such Services Order.
	4. Subject to Clause ‎1.5, these Conditions apply to each Contract to the exclusion of any other terms that the Shipper seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
	5. Where there is existing agreement between the Parties governing the subject matter of an order for Contract Services, then these Conditions are not applicable, and such existing agreement shall govern such order. Where an order is for Contract Services that relate to the moving of household goods then the Conditions are not applicable to that order and instead the following general terms and conditions for household goods will apply to such order: <http://www.moveoneinc.com/terms/termsconditions.pdf>
3. SERVICES
	1. All activities of the Supplier, whether gratuitous or not, are undertaken subject to the terms of these Conditions.
	2. The Supplier agrees to provide the following Contract Services to the Shipper:
		1. the transportation and custom clearance services as set out in the Services Order, in respect of the goods specified in the relevant Services Order (the **Goods**), for the Tariffs specified in the relevant Services Order (the **Transportation Services**); and/or
		2. the other services (if any) described in the relevant Services Order, for the Tariffs specified in the relevant Services Order, and on such other terms as may be specified in the relevant Services Order (the **Other Services**).
	3. The Supplier will, unless the Supplier elects or expressly agrees in writing with the Shipper to provide all or part of the Contract Services as principal, in accordance with Clause 2.8, provide the Contract Services as a freight forwarding agent (not a common carrier or principal) and accordingly the Supplier will be entitled, and the Shipper hereby expressly authorises the Supplier, to enter into any and all contracts (on terms acceptable to the Supplier in its absolute discretion) on the Shipper’s behalf, as its agent, without notice to the Shipper, with such other carriers, contractors and/or subcontractors as it sees fit (in its sole discretion):
		1. for the carriage of the Goods by any route, means or Person;
		2. for the storage, packaging, transhipment, loading, unloading or handling of the Goods by any Person at any place and for any length of time;
		3. for the carriage or storage of the Goods in containers or with other Goods of whatever nature; and
		4. to do such acts as the Supplier reasonably considers necessary for or incidental to the performance of the Supplier’s obligations under each Contract,

and where it does so, the Shipper shall be bound by the terms and conditions of the contracts agreed with such carriers, contractors and/or sub-contractors by the Supplier on its behalf.

* 1. Except pursuant to instructions previously received in writing and accepted in writing by the Supplier, the Supplier will not accept or deal with, and the Shipper will not attempt to ship, Goods:
		1. of a dangerous or hazardous or damaging nature or which are likely to harbour or encourage vermin or other pests, or which may taint or affect other Goods (**Dangerous Goods**); or
		2. that require special handling regarding carriage, handling or security including, but not limited to, bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants, and should any Shipper nevertheless deliver any such goods to the Supplier, or cause the Supplier to handle or deal with any such goods, otherwise than under such prior agreement, the Supplier shall have no liability whatsoever for or in connection with the goods, howsoever arising.
	2. If Dangerous Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Supplier, constitute a risk to other goods, property, life or health, the Supplier shall, where reasonably practicable, contact the Shipper in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Shipper.
	3. Without prejudice to any rights under clauses 2.4 and 2.5, where the Shipper delivers to the Supplier, or causes the Supplier to deal with or handle Dangerous Goods whether declared to the Supplier or not, he shall be liable for all loss or damage arising in connection with such Dangerous Goods, and shall indemnify the Supplier against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Dangerous Goods may be dealt with in such manner as the Supplier, or any other person in whose custody they may be at any relevant time, shall think fit.
	4. The Supplier may, in its sole discretion determine the method, means and manner of performing its duties under each Contract, including determining the route and means of transportation and the selection of contractors, subcontractors and carriers.
	5. The Supplier may elect or expressly agree in writing with the Shipper to provide all or part of the Contract Services as a principal, and where it elects to do so it shall be entitled to perform such Contract Services itself, or, to subcontract on any terms whatsoever, the whole or any part of such Contract Services.
	6. Any timetables, schedules or dates agreed or provided for the delivery of the Goods are estimates only and the Shipper warrants that (i) it will not place any reliance on them, and (ii) that in no circumstances will the Shipper bring a Claim in connection with any delay in delivery of the Goods, or any failure to adhere to any departure or arrival dates, howsoever caused. Time for performance by the Supplier shall not be of the essence of a Contract. The Supplier will use its reasonable endeavours to provide the Shipper with updates as to the progress of the shipment of the Goods, at reasonable and appropriate intervals. The Shipper shall indemnify the Supplier against all loss and damage suffered as a consequence of passing such information or advice to any third party.
1. Supplier'S TARIFFS
	1. In consideration for the provision of the Contract Services, the Shipper will pay to the Supplier the agreed Tariffs. The terms of payment for the Tariffs will be as specified in this clause ‎3, and as otherwise as specified in the relevant Services Order.
	2. All Tariffs are exclusive of any amounts due in respect of value added tax in the United Arab Emirates or elsewhere (**VAT**). The Shipper shall, on receipt of a valid VAT invoice from the Supplier (or any affiliate of the Supplier), pay to the Supplier or the relevant affiliate of the Supplier, any additional amounts in respect of VAT as are chargeable on the supply of the Contract Services.
	3. In addition to the Tariffs, the Shipper shall pay to the Supplier any out-of-pocket expenses incurred by the Supplier in connection with the Contract Services at cost to the Supplier plus a disbursement handling fee equal to 15% of the relevant out-of-pocket expense incurred (**Disbursement Handling Fee**).
	4. Where the Shipper requests any change to the Contract Services (including any timetable for delivery of the Goods) then:
		1. such change will only be given effect to if agreed in writing by the Supplier, and will be subject to any further conditions imposed by the Supplier (including additional Tariffs and/or expenses); and
		2. the Shipper must pay any additional Tariffs and/or out-of-pocket expenses which are incurred by the Supplier in connection with such change to the Contract Services, plus the relevant Disbursement Handling Fee.
	5. In the event of a conflict between the terms of any Tariffs published by the Supplier and the terms of a Contract, the terms of the Contract will prevail.
	6. In the event a Contract Service is provided and there is no Tariff for such Contract Service provided in the relevant Services Order, and the Parties did not otherwise agree a Tariff or fee in advance of the Contract Service being provided, then the Tariff for such services will be as agreed by the Parties having regard to the Supplier’s costs and the market rate for such services.
	7. The Shipper must pay interest on any late payment of any amounts due to the Supplier under a Contract at a rate of 1% per month, calculated and accruing daily from the due date until payment of such amounts in full, plus all costs incurred by the Supplier in recovering such amounts, including, without limitation, all reasonable attorneys' fees and other legal costs and expenses incurred.
	8. The Supplier is entitled to adjust the Tariffs at any time by notice in writing to the Shipper if:
		1. any of the major inputs (including the cost of fuel), expenses, fees or tariffs charged by any subcontractor or other supplier, or any other expenses or charges which the Supplier is required to incur in connection with the provision of the Contract Services (**Underlying Costs**), increases by more than 5%; or
		2. where the Underlying Costs are incurred in a currency other than the Contract Currency, and such Underlying Costs, when converted into the Contract Currency, have, whether in whole or in part, due to changes in the rate of currency exchange, increased by more than 5%,

in each case from the tariffs and exchange rates applicable as at the date of the Services Order.

* 1. The Supplier will give the Shipper prior notice in writing of any proposed increase in Tariffs in accordance with clause ‎3.8.
	2. The timely payment of all Tariffs due from the Shipper to the Supplier is critical to the ability of the Supplier to fulfil its obligations to the Shipper. Accordingly, the Shipper shall pay to the Supplier all Tariffs and any other amount payable when due, in cash, and in full without any reduction or deferment on account of any Claim, counterclaim or setoff. Time is of the essence in the payment of all and any sums payable by the Shipper to the Supplier.
	3. In the event of any failure by the Shipper to make full and punctual payment of any sum payable to the Supplier, then all other sums properly earned by and/or otherwise due to the Supplier (but which, but for this clause, would otherwise not yet be payable by the Shipper) shall become immediately payable in full; and shall be paid to the Supplier in cash, or as otherwise agreed, and without reduction or deferment on account of any Claim, counterclaim or setoff.
	4. All amounts due under Contracts shall be paid in the Contract Currency.
	5. The Shipper acknowledges and agrees that the Supplier may at any time direct that any Tariffs or other amounts payable to the Supplier be instead paid to any other affiliate of the Supplier and that accordingly such affiliate may invoice the Shipper for such Tariffs or other amounts.
1. Representations, warranties AND UNDERTAKINGS
	1. The Supplier represents and warrants that:
		1. it is duly qualified, currently authorized and currently licensed to lawfully perform the Contract Services; and
		2. its permits, licenses and authorisations needed to perform the Contract Services are in effect as of the date of the Contract, and the Supplier will use its reasonable endeavours to ensure they remain so throughout the duration of the Contract Services.
	2. The Supplier will:
		1. perform the Contract Services with reasonable care, skill and diligence; and
		2. use its reasonable endeavours to perform the Contract Services in compliance with all laws, rules and regulations.
	3. Except for the express representations and warranties in clause ‎4.1 and clause ‎17.10, the Supplier makes no representations or warranties or undertakings whatsoever regarding the Contract Services, and to the extent permitted by law expressly disclaims all other representations and warranties, whether implied, statutory, arising by law, course of dealing, course of performance, usage of trade or otherwise.
	4. The Shipper acknowledges that it has not relied on any representation or warranty made by the Supplier, or any other person on the Supplier's behalf, except as specifically provided in clause ‎4.1 and clause ‎17.10.
2. SHIpper’s obligations, WARRANTIES AND REPRESENTATIONS
	1. The Shipper acknowledges and agrees that in order for the Supplier to perform the Contract Services the Shipper must:
		1. provide the Supplier with timely and accurate delivery instructions, an accurate and complete description of the Goods to be shipped, and any special handling requirements not detailed in the relevant Services Order;
		2. ensure the shipping documents attached to Goods being shipped contains:
			1. full and accurate description of the Goods;
			2. notification of any dangerous Goods;
			3. weight, cubic volume, number of items and any other information required;
		3. ensure that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/ or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any Contract Services, operations or transactions affecting the Goods including any associated sortation and/or handling process, and the characteristics of the Goods;
		4. that any Transport Unit and/or equipment supplied by the Shipper in relation to the performance of any requested Contract Service is fit for purpose; and
		5. that where the Supplier receives the Goods from the Shipper already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon,

and accordingly the Shipper hereby warrants and represents to the Supplier that it has complied in full with all of the requirements set out in sub-clauses 5.1 ‎(a) to ‎(e).

* 1. The Shipper acknowledges and agrees that during the performance of the Contract Services, Goods shipped will be warehoused in a non-temperature/humidity controlled environment.
	2. The Shipper represents and warrants to the Supplier that:
		1. it is either the Owner, or the authorised agent of the Owner and, also, that it is accepting the terms and conditions of the Contract not only for itself, but also as agent for and on behalf of the Owner;
		2. the Shipper will comply with all laws, regulations, and government directions pertaining to the Goods being shipped;
		3. the Goods are not restricted by IATA, ICAO, IMDG or ADR and are not prohibited items; and
		4. the Shipper is not directly or indirectly shipping or trading the Goods to a person in breach of any law, regulation, or international treaty or sanction.
	3. The Shipper undertakes that no claim shall be made against any director, servant (including sub-contractors of agents), or employee of the Supplier which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Supplier against all consequences thereof.
	4. Where liability arises in respect of claims of a general average nature in connection with the Goods, the Shipper shall promptly provide security to the Supplier, or to any other party designated by the Supplier, in a form acceptable to the Supplier or the party designated by the Supplier.
	5. The Shipper hereby acknowledges that it has read and agrees to the terms of the Supplier’s [Data Policy and Consent](http://www.moveoneinc.com/terms/Data_Protection_and_Security_Policy.pdf) and [Social Responsibility and Code of Conduct](http://www.moveoneinc.com/terms/Social_Responsibility_and_Code_of_Conduct.pdf), links to which are contained on our website: www.moveoneinc.com. The Supplier is also a signatory to the FIDI Anti-Bribery and Anti-Corruption Charter and Code of Conduct ([FIDI ABC Charter](http://www.moveoneinc.com/terms/ABC_Charter_FINAL.pdf)) and the Shipper acknowledges that it has read and agrees to abide by the terms of such charter and code of conduct as if it were also a signatory thereto.
1. LOADING AND UNLOADING
	1. Unless requested by the Shipper and agreed in writing by the Supplier in the relevant Services Order, the Supplier is not responsible for loading, unloading or rearranging and repacking any of the Goods and instead either the Shipper, the appointed carrier, and/or the Shipper’s Consignee or designee, shall be responsible for this, as well as for properly securing and lashing down the Goods.
	2. Upon delivery, the Shipper, its Consignee or its designee, must confirm that a visual inspection of the Goods and their packaging has been made and confirm (where correct) that there is no apparent damage to the packaging nor any leakage or water damage, including that the Goods’ packaging has no outward sign of being opened in transit.
	3. Should the Shipper, Consignee or Owner of the Goods fail to take delivery at the agreed time and place that the Supplier is entitled to deliver the Goods, then Supplier shall be entitled to:
		1. charge the Shipper for any Tariffs agreed with the Shipper in the relevant Services Order and/or any out-of-pocket expenses incurred in connection with the failure to take delivery; and
		2. where the delay in acceptance of the Goods continues for more than 7 days, the Supplier may, in its sole discretion, elect to transport the Goods to the nearest available storage facility and store the Goods there, or any part thereof, at the sole risk of the Shipper, Consignee and/or Owner, whereupon the Supplier’s liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. All costs incurred by the Supplier as a result of the failure to take delivery shall be deemed as Tariffs earned, and such costs including, without limitation, the costs of loading, unloading, transportation (to and from the storage facility) and storage of the Goods, shall, upon demand, be paid by the Shipper to the Supplier.
2. INSURANCE
	1. The Shipper acknowledges and agrees that the limits of legal liability agreed with the Supplier under Clause ‎11, and/or the limits of liability agreed under the trading conditions or conditions of carriage of any carrier or subcontractor appointed on the Shipper’s behalf by the Supplier (as its agent) may mean that the Shipper may not be adequately compensated in the event of any loss or damage to, or delay of delivery of, the Goods. Accordingly, it is important that the Shipper obtains cargo insurance (for the full value of the Goods) for any loss or damage to, or delay in delivery of, the Goods, and insurance for such other insurable risks it deems appropriate.
	2. The Shipper warrants that, unless otherwise agreed in writing by the Supplier and the Shipper, any and all insurance obtained by the Shipper in connection with the Goods and/or the Contract Services shall (i) name the Supplier as a co-assured; and (b) contain a waiver of subrogation clause in favour of the Supplier.
	3. No insurance will be arranged by the Supplier on behalf of the Shipper, except pursuant to and in accordance with a clearly stated written request given in writing by the Shipper and accepted in writing by the Supplier.
	4. Insofar as the Supplier agrees to arrange any insurance for the Shipper, the Supplier acts solely as agent for the Shipper in doing so, and such insurances will be subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk.
3. NON-EXCLUSIVE ARRANGEMENT
	1. For the avoidance of doubt, each Contract is a non-exclusive arrangement between the Parties and accordingly the Supplier shall be free to accept goods for transportation from other customers and the Shipper will be free to tender goods for transportation to carriers other than the Supplier.
4. LIEN
	1. Subject to sub-clause ‎9.2 below, the Supplier:
		1. has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Supplier from the Shipper on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Supplier to the Shipper. Storage Tariffs and/or any other charges shall continue to accrue on any Goods detained under lien;
		2. shall be entitled, on at least 30 days’ notice in writing to the Shipper, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Shipper and apply the proceeds in or towards the payment of such sums; and
		3. shall, upon accounting to the Shipper for any balance remaining after payment of any sum due to the Supplier, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.
	2. When the Goods are liable to perish or deteriorate, the Supplier's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Supplier, subject only to the Supplier taking reasonable steps to bring to the Shipper’s attention its intention to sell or dispose of the Goods before doing so.
5. INDEMNITY
	1. The Shipper will defend, indemnify and hold harmless the Supplier against all liability, loss, damage, costs and expenses (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising:
		1. from the nature of the Goods being shipped;
		2. out of the Supplier acting in accordance with the Shipper’s instructions;
		3. from any breach by the Shipper of any warranty or representation contained in a Contract;
		4. from any breach of a Contract by the Shipper;
		5. from the acts or omissions (including but not limited to negligence) of the Shipper, its employees, contractors (other than the Supplier) or agents;
		6. any claims of a general average nature which may be made on the Supplier; and/or
		7. from claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the limits on liability of the Supplier under a Contract, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Supplier, its servants, sub-contractors or agents.
	2. This clause shall survive the termination of each Contract.
6. CLAIMS AND LIABILITY
	1. Any Claims by the Shipper:
		1. for loss or damage in respect of the Goods shall be made in writing and notified to the Supplier within 30 days from the earlier of: (i) the delivery date, or (ii) in the event of non-delivery, the scheduled delivery date, of the Goods; or
		2. other than for loss or damage in respect of the Goods, shall be made in writing and notified to the Supplier within 30 days of the date upon which the Shipper became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim,

and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Shipper can show that it was impossible for them to comply with this time limit, and that they have made the claim as soon as it was reasonably possible for them to do so.

* 1. Notwithstanding the provisions of clause ‎11.1 the Supplier, any contractor and/or subcontractor or any carrier appointed by it, shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Shipper, unless legal proceedings in respect of such Claim are commenced (by being issued and served) within 9 months of the date of the event or occurrence alleged to give rise to the Claim.
	2. Subject always to Clause ‎11.5, the Supplier’s liability howsoever arising, and notwithstanding that the cause of loss or damage be unexplained, shall not exceed:
		1. in the case of a Claim for loss or damage to Goods:
			1. the value of any loss or damage;
			2. a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged; or
			3. the Maximum Liability Amount,

whichever shall be the lesser; or

* + 1. in the case of all other Claims:
			1. the aggregate loss or damage incurred by the Shipper; or
			2. the Maximum Liability Amount,

whichever shall be the lesser.

For the purposes of clause 11.3, the value of the Goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the Claim is received by the Supplier in writing.

* 1. Notwithstanding any other clause in these Conditions, the Shipper acknowledges and agrees that:
		1. the Supplier will not be responsible for:
			1. loss or damage, or failure to deliver the Goods except for any loss or damage or failure to deliver caused by the negligent acts or omissions of Supplier in the performance of the Contract;
			2. any delay in the delivery of the Goods, or any failure to adhere to any departure or arrival dates, howsoever caused;
			3. any loss or damage to documents, stamps, securities, artwork, heirlooms, precious stones, jewellery, bullion, currency, securities, antiques, or other articles of high and unusual value, unless the Supplier specifically agrees in writing;
			4. any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels during the performance of the Contract Services by the Supplier;
			5. any loss or damage or delay resulting from any confiscation, seizure, removal by, or damage caused by, any Customs Authorities or other Government Authority;
			6. any loss or damage or delay arising directly or indirectly as a result of the occurrence of any Force Majeure Event; or
			7. any loss or damage to perishable Goods;
		2. the Supplier shall not in any circumstances whatsoever be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, any direct or indirect loss of profits or revenues or diminution in value, including as a consequence of any delay or deviation in the transportation of the Goods, howsoever caused, regardless, without limitation, of (a) whether the damages were foreseeable, (b) whether or not the Supplier was advised of the possibility of the damages, including whether or not the Supplier was advised of any delay penalties that would be incurred by the Shipper as a result; and (c) the legal or equitable theory (contract, tort (including negligence), strict liability or otherwise) on which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose; and
		3. Subject always to Clauses 11.3 and ‎11.5, in no event shall the Supplier’s liability for each Claim, exceed the Maximum Liability Amount.
	2. The Parties acknowledge and agree that international laws, regulations, conventions and directives, including (for Goods being shipped by air) the *Convention for the Unification of Certain Rules Relating to International Carriage by Air* (**Montreal Convention**), (for Goods shipped by road) the *Convention on the Contract for the International Carriage of Goods by Road* (**CMR Convention**) and (for Goods being shipped by sea) the *International Convention for the Unification of Certain Rules relating to Bills of Lading* (**Hague or Hague-Visby Rules**), may mandatorily apply to the services being provided under a Contract, and accordingly the terms of such Contract shall, as regards such business, be read subject to any such laws, regulations, conventions or directives, and if any provision of such Contract (including the limitations on the liability of the Supplier agreed under this Clause ‎11) is in direct conflict with such laws, regulations, conventions or directive to any extent, such provision shall be deemed to be varied to the extent necessary to resolve such conflict and no further, and nothing in such Contract shall be construed as a surrender by the Supplier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities of the Supplier under such laws, regulations, conventions or directives.
1. Force majeure
	1. The Supplier shall be under no liability to the Shipper for any delay or failure in performance of any of its obligations under any Contract if such delay or failure is due to or results directly or indirectly from:
		1. any war, invasion, hostilities (whether war is declared or not) or the anticipated imminence thereof between any nations, terrorist threats or acts;
		2. restraint of rulers, governments or peoples, legislations, decrees, orders, regulations or the like by the government or any government authority of any country or any other place where the Goods may from time to time be;
		3. blockades, embargoes, sanctions in effect on or after the date of the Contract;
		4. civil commotion, boycott, lockouts, industrial disturbances or any effects whatsoever thereof;
		5. combinations of seamen or workmen, accidents or stoppages, mechanical or electrical breakdowns whether partial or total at ports, railways, roadways, waterways, ropeways or other means of transport;
		6. epidemics, quarantine, acts of god, inclement weather (including but not limited to droughts, frosts, tropical revolving storms, high winds, floods, snowstorms, heavy rain, tempest or washaways), security of labourers or labour ordered but not available;
		7. congestion at the loading port or discharging port(s) resulting from any of the above causes; or
		8. any other event or occurrence of any nature or of any kind whatsoever beyond the reasonable control of the Supplier including any delay or failure resulting directly or indirectly from the consequences of such event or events after they have ceased to operate,

(each a **Force Majeure Event**)

1. NOTICES
	1. All notices required by a Contract shall be given in writing and addressed to the Parties at their respective addresses detailed in the Contract, or as updated by written notice from time to time.
	2. Notices required or contemplated by a Contract shall be given by personal delivery, pre-paid courier or email.
	3. Any notice or other communication given under a Contract will be effective upon receipt and will be deemed to have been received:
		1. if delivered in person, at the time of delivery;
		2. if sent by pre-paid courier, at the time recorded by the delivery service; or
		3. if sent by email, on the date a delivery receipt is received by the sender in respect of the notice or other communication, unless a return mail is received by the sender within a one-hour period stating that the addressee's email address is wrong or that the message cannot be delivered,

provided that any notice received after 5pm on a Business Day or on any day that is not a Business Day will be deemed to have been received on the next Business Day.

1. CONFIDENTIALITY
	1. For two years from the date of a Contract or disclosure by a Party of any of its proprietary or confidential information (**Confidential Information**), and in the case of Confidential Information that constitutes a trade secret under applicable law for so long as such Confidential Information remains a trade secret, the Party receiving such Confidential Information will not disclose such Confidential Information and shall exercise the same degree of care to avoid disclosure of such Confidential Information as it employs with respect to its own Confidential Information.
	2. Confidential Information shall not include such information that:
		1. is now or hereafter becomes publicly known without violation of the Contract;
		2. was known to the recipient prior to the time of disclosure without obligation to preserve confidentiality;
		3. was received by the recipient from a third party legally entitled to disclose the information without obligation to preserve confidentiality;
		4. was independently developed by the recipient; or
		5. is authorized to be disclosed by the discloser or is required to be disclosed by law in which case the recipient will inform the discloser and allow the discloser reasonable time to seek a protective order.
2. TERM AND TERMINATION
	1. Without affecting any other right or remedy available to it, the Supplier may terminate any Contract with immediate effect by giving written notice to the Shipper, if the Shipper:
		1. commits a material breach of any term of the Contract which breach is not capable of remedy or (if such breach is capable of remedy) fails to remedy the breach within a period of 30 days after being notified in writing to do so;
		2. fails to pay any amount due under the Contract on the due date for payment, and fails to remedy this default within 10 days of being notified of the same by the Supplier;
		3. is the subject of an Insolvency Event; or
		4. suspends, ceases or indicates that it is about to suspend or cease carrying on all or a substantial part of its business.
	2. Without affecting any other right or remedy available to it, the Supplier may suspend performance of the Contract Services, or any further performance of the Contract Services, if the Shipper fails to pay any amount due under the Contract on the due date for payment, or the Shipper becomes subject to any of the events listed in Clause ‎15.1(c) or Clause ‎15.1(d) or the Supplier reasonably believes that the Shipper is about to become subject to any of them.
	3. Upon termination or expiry of a Contract for any reason:
		1. each Party shall return to the other Party all equipment, materials and property belonging to the other Party that the other Party had supplied to it in connection with the Contract
		2. the accrued rights and remedies of the Parties as at termination shall not be affected; and
		3. clauses which expressly or by implication have effect after termination or expiry shall continue in full force and effect.
3. definitions and interpretation
	1. **Definitions**

In these Conditions:

**Business Day** means any day (other than Saturday or Sunday) on which commercial banks are open for their full range of normal business in Dubai, the United Arab Emirates.

**Claim** means any claim or demand arising out of or related to any Contract or the performance or non-performance of the Contract Services, whether arising out of or related to breach of contract, tort (including negligence), strict liability or otherwise, and provided always that a series of connected claims related to the same or similar facts or circumstances shall constitute a single “**Claim**” for the purposes of such Contract.

**Commencement Date** means the date for commencement of the Contract Services agreed in the Services Order or otherwise agreed in writing between the Parties.

**Conditions** means these terms and conditions.

**Consignee** means the Person to whom the goods are consigned.

**Contract** means a contract between the Supplier and the Shipper for the supply of Contract Services pursuant to a Services Order in accordance with these Conditions.

**Contract Currency** means United States Dollars.

**Contract Services** means the Transportation Services and/or the Other Services.

**Disbursement Handling Fee** has the meaning given in clause ‎3.3.

**Goods** has the meaning given in clause ‎2.1.

**Insolvency Event** means where a Party becomes insolvent or fails generally to pay its debts as they become due and payable or has a general assignment for the benefit of its creditors, or suffers any similar arrangement with its creditors or the entry of a judgment of insolvency against it or the filing of a petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws or any other similar proceedings in any jurisdiction affecting that Party.

**Maximum Liability Amount** means USD 20,000, or such other amount agreed in any Services Order.

**Other Services** has the meaning given in clause ‎2.2(b).

**Owner** means the owner of the Goods or Transport Unit and any other person who may become interested in them.

**Party** means the Supplier or the Shipper as the context dictates, and the term “**Parties**” means the Supplier and the Shipper jointly.

**Person** means any natural person(s) or any body or bodies corporate.

**SDR** means Special Drawing Rights as defined by the International Monetary Fund**.**

**Services Order** meansan offer made in writing (including electronic form) by the Supplier for the supply of Contract Services to the Shipper in any form that the Parties may agree from time to time.

**Shipper** means the person or firm who purchases Contract Services from the Supplier.

**Supplier** means Move One FZE, a limited liability company incorporated under the regulations of the Dubai Airport Freezone Authority, with registration number 921.

**Tariffs** means the fees, charges, brokerages, commissions and allowances, as detailed in the relevant Services Order and charged by the Supplier for providing the Contract Services and may include, in addition, any fuel surcharges, levies, duties, taxes and any disbursements or other charges or other costs incurred in connection with performing the Contract Services.

**Transportation Services** has the meaning given in clause ‎2.1.

**Transport Unit** means any packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air.

* 1. **Interpretation**

In these Conditions:

* + 1. the words "include," "includes" and "including" are deemed to be followed by the words "without limitation";
		2. the word "or" is not exclusive;
		3. words denoting the singular have a comparable meaning when used in the plural, and vice-versa;
		4. All headings are indicative and do not form part of these conditions;
		5. unless the context otherwise requires, references in these Conditions:
			1. to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and
			2. to a statute, international law, regulations and conventions, means such statute international law, regulations and conventions, as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.
1. MiscellANEOUS
	1. **Further assurances**: Each of the Parties will execute and perform all such documents, acts and things as any Party may reasonably request to carry out the intended purpose of a Contract.
	2. **No assignment**: The Shipper may not transfer, assign or novate any of its rights or obligations under, arising out of or in connection with any Contract without the prior written consent of the Supplier. The Supplier may transfer, assign or novate any of its rights or obligations under, arising out of or in connection with any Contract without the consent of the Shipper. Each Contract shall be binding on the Parties and their respective successors and assigns.
	3. **Counterparts**: A Contract may be entered into in any number of counterparts, all of which taken together, shall constitute one and the same instrument. Any Party (including any duly authorised representative of a Party) may enter into a Contract by signing any such counterpart. Electronic signatures shall be valid and binding to the same extent as original signatures.
	4. **Waiver**: Failure to exercise, and delay in exercising, any right or remedy under a Contract is not a waiver of that right or remedy. The rights and remedies provided in a Contract are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). Any express waiver of any breach of a Contract shall not be deemed to be a waiver of any subsequent breach.
	5. **No partnership**: Nothing in a Contract shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of the other Party for any purpose.
	6. **Variation**: No amendment to a Contract shall be effective unless in writing and signed by or on behalf of each of the Parties.
	7. **Invalidity/severance**: If any provision in a Contract is held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. If it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall not be affected.
	8. **Costs**: Each Party shall bear all costs incurred by it in connection with the preparation, negotiation and execution of a Contract.
	9. **Whole agreement**: Each Contract contains the whole agreement between the Parties relating to the subject matter of such Contract and supersedes any previous written or oral agreement between the Parties in relation to the matter dealt with in such Contract.
	10. **Representation and Warranties**: Each of the Parties represents and warrants to the other Party that:
		1. it has the full capacity and authority to enter into each Contract;
		2. when executed and delivered by both Parties, each Contract will constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and
		3. the execution, delivery or performance of a Contract will not:
			1. result in a violation or breach of, or constitute a default under, the terms, conditions or provisions of any contract or other obligation to which such Party is a Party; or
			2. violate, conflict with or result in the breach of, any law applicable to such Party.
	11. **Governing law**: Each Contract will be governed by the laws of the England and Wales.
	12. **Jurisdiction**: any dispute arising out of or in connection with a Contract shall, save as provided in clause ‎17.13, be subject to the exclusive jurisdiction of the English courts.
	13. Notwithstanding clause ‎17.12, the Supplier is entitled to require any dispute to be determined by arbitration.
	14. The Supplier may exercise its rights under clause ‎17.13 above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Shipper requiring a dispute to be determined by arbitration.
	15. In the event that the Supplier exercises its rights under clause ‎17.14, the dispute shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of the arbitration shall be England, even where the hearing takes place outside England.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (“**LMAA**”) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to a sole arbitrator (the **Arbitrator**) who shall be appointed by mutual agreement of the Parties. If the Parties are unable to agree upon the Arbitrator within ten (10) working days of a notice of arbitration being served, either Party may apply in writing for the appointment of an Arbitrator by the President of the LMAA. The award of the Arbitrator shall be binding on both Parties as if the Arbitrator had been appointed by agreement.

In cases where neither the claim nor any counterclaim exceeds the sum of US$100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor the counterclaim exceeds the sum of US$400,000 the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings and commenced. The reference shall be to a sole arbitrator and the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.