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Katzenrütistrasse 59, 8153 Rümlang, Switzerland

FOXLOADER

FOXLOADER TERMS AND CONDITIONS OF CARRIAGE (“Terms and Conditions”)

IMPORTANT NOTICE

When ordering FOXLOADER’s services you, as “Shipper”, are agreeing, on your behalf and on behalf of the receiver of the Shipment (“Receiver”) and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

“Shipment” means all documents or parcels that travel under one waybill and which may be carried by any means FOXLOADER chooses, including air, road or any other carrier. A “waybill” shall include any Shipment identifier or document produced by FOXLOADER or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). “FOXLOADER” means any member of the FOXLOADER Network of logistics service providers.

1. Customs Clearance

FOXLOADER may perform any of the following activities on Shipper’s or Receiver’s behalf in order to provide its services: (1) complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations (“Customs Duties”), (2) act as Shipper’s forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver’s customs broker or other address upon request by any person who FOXLOADER believes in its reasonable opinion to be authorized.

2. Unacceptable Shipments

A Shipment is deemed unacceptable if:

- no customs declaration is made when required by applicable customs regulations,
- it contains counterfeit goods, animals, bullion, currency, gem stones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization (“Dangerous Goods”),
- its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,
- it contains any other item which FOXLOADER decides cannot be carried safely or legally.

[View FOXLOADER shipping guidelines](#)

[Check prohibited commodities and restrictions for your intended destination](#)

3. Deliveries and Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver’s address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

FOXLOADER may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a FOXLOADER Service Point. Shipper may exclude some delivery options on request.

If the Shipment is deemed to be unacceptable as described in Section 2, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Duties or other Shipment charges, FOXLOADER shall use reasonable efforts to return the Shipment to Shipper at Shipper’s cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper with payment in advance. FOXLOADER shall have the right to destroy any Shipment which any law prevents FOXLOADER from returning to Shipper as well as any Shipment of Dangerous Goods.

4. Inspection

FOXLOADER has the right to open and inspect a Shipment without notice for safety, security, customs or

other regulatory reasons.

5. Shipment Charges and Fees

FOXLOADER's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by FOXLOADER to confirm this calculation. Shipper, or the Receiver when FOXLOADER acts on Receiver's behalf, shall pay or reimburse FOXLOADER for all Shipment or other charges due, or Customs Duties owed for services provided by FOXLOADER or incurred by FOXLOADER on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery.

If FOXLOADER uses its credit with the Customs Authorities or advances any Customs Duties on behalf of a Receiver who does not have an account with FOXLOADER, FOXLOADER shall be entitled to assess a fee.

[Learn More about Advance Payment Fee](#)

6. FOXLOADER's Liability

FOXLOADER's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 19 Special Drawing Rights per kilogram (approximately \$US 26.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply. For cross border Shipments transported by road, FOXLOADER's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 14.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 or make its own insurance arrangements.

FOXLOADER's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to FOXLOADER's attention.

FOXLOADER will make every reasonable effort to deliver the Shipment according to FOXLOADER's regular delivery schedules, but these schedules are not binding and do not form part of the contract. FOXLOADER is not liable for any damages or loss caused by delay, but for certain Shipments, Shipper may be able to claim limited delay compensation under the Money Back Guarantee terms and conditions.

[Read more about the Money Back Guarantee](#)

7. Claims

All claims must be submitted in writing to FOXLOADER within thirty (30) days from the date that FOXLOADER accepted the Shipment, failing which FOXLOADER shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

8. Shipment Insurance

FOXLOADER may be able to arrange insurance covering the value in respect of loss of or damage to the Shipment, provided that the Shipper so instructs FOXLOADER in writing, including by completing the insurance section on the front of the waybill or by FOXLOADER's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

[Read More about Insurance](#)

9. Circumstances Beyond FOXLOADER's Control

FOXLOADER is not liable for any loss or damage arising out of circumstances beyond FOXLOADER's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to FOXLOADER; any act or omission by a person not employed or contracted by FOXLOADER - e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

10. Shipper's Warranties and Indemnities

Shipper shall indemnify and hold FOXLOADER harmless for any loss or damage arising out of Shipper's failure to comply with the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment is acceptable for transport under Section 2 above;
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to FOXLOADER;
- Shipper has complied with all applicable customs, import, export, data protection laws, sanctions,

- embargos and other laws and regulations; and
- Shipper has obtained all necessary consents in relation to personal data provided to FOXLOADER including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

11. Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

12. Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of FOXLOADER, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

13. Severability

The invalidity or the unenforceable of any provision shall not affect any other part of these Terms and Conditions.

January 18, 2018