

**GENERAL PROVISIONS FOR TRANSPORTATION  
OF  
INTEGRA LOGISTICS SYSTEM DMCC**

This document is drawn to establish and to stipulate real and effective rights and obligations of the parties, amounts and limitations of the liability stipulated solely under the applicable law and accepted by the parties. It shall be applicable to all types of transportation services provided by Integra Logistics System DMCC (domestic and international (worldwide) services rendered by any means of transportation).

**Article 1 Definitions and Terms**

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(1) The following definitions and terms are used in this Contract:

**"The Contract"** shall mean this General Provisions for Transportation and Special Provisions or the Agreement (where applicable).

**"The Agreement"** shall mean the Land Transportation Services Agreement or the agreement for other mode of carriage signed between the Forwarder and the Customer.

**"The Forwarder"** shall mean Integra Logistics System DMCC.

**"The Customer"** shall mean legal entity or individual, in accordance with the Special Provisions or in the Agreement.

**"The Party", "the Parties"** – shall mean the Forwarder or the Customer if used in single, and jointly the Forwarder and the Customer if used in plural.

**"The Owner"** shall mean the owner of the goods shipped under the Contract, and, as the case may be, may include the consignee, the consignor of the goods, or any other persons that may enter into possession of the goods or receive the right to possession thereof. If otherwise is not directly provided for under the Contract, the Customer shall be deemed the owner of the goods.

**"The Goods"** shall mean the goods of the Customer or its related third parties, without limitation, to the consignor and the consignee, designated for carriage under the carriage request.

**"The Request"** shall mean the request of the Customer for provision of the services under the Contract, communicated to the Forwarder in writing subject to the terms and conditions of the Contract.

**"The Services"** shall mean the services rendered or arranged for rendering by the Forwarder to the Customer under the Contract.

**"Other Services"** shall mean any other services including not directly provided for under the Contract, the list and the manner of rendering of which are agreed by the Parties.

**"The Terms for Carriage"** shall mean the terms for carriage of the Goods, indicated by the Customer, approved and accepted for execution by the Forwarder.

**"The Transportation Documents"** shall mean (without limitation) way bills, receipts for the Goods, and other documents required for execution of carriage under the Contract.

**"The Origin"** shall mean the place agreed by the Parties where the carriage of the Goods commences.

**"The Destination"** shall mean the place agreed by the Parties as the place for handing over the Goods to the consignee or customs authorities, according to the Request.

**"Business Day"** shall mean any day, safe for the official not working and holidays in the Customer's Country (if referred to the Customer) and 09 am to 06 pm from Sunday to Thursday safe for official public holidays (if referred to the Forwarder) .

**"Banking Day"** shall mean any day or part of the day when the banks are opened for its operations in the Customer's Country (if referred to the Customer) and in the United Arab Emirates (if referred to the Forwarder).

(2) All definitions and terms provided in the **clause (1)** above shall reserve their meanings if used in plural or referred to any gender, and are included to the Contract only for readability and interpretation purposes, and shall reserve their meaning if used in any documents drafted by the Parties in relation hereto.

## **Article 2 Application**

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(1) The General Provisions ("General Provisions") shall be applied to provision of the transport expedition services, of other services, provided under the Contract, as the case may be, advice and information provided by the Forwarder to the Customer (including on free basis), the procedures for acceptance and payment for the services by the Customer (scope of the Contract), responsibilities, liability and limitation of liability of the Parties, and governs indemnification process under the Contract.

(2) Should any legislation be obligatory in respect to any activity, the Contract in respect to such activity shall be interpreted with regard to such legislation, with above, no provisions of the Contract may be deemed the Forwarder's refusal from any rights or means of defense, or increasing the volume of responsibilities or liabilities under such legislation to any extend, and shall be in respect to the said activity shall be reviewed only in the said part. If the said provisions of law provide for the Customer the volume of rights exceeding provided for hereunder, the Parties agree and accept the following:

(2.1) The Forwarder shall subrogate the Customer in his rights in respect to the third parties engaged for execution hereof;

(2.2) The Customer and its related third parties shall be entitled to claim the additional rights mentioned above only from the third parties engaged for execution hereof, and in no case the Customer shall claim such rights from the Forwarder. With above, the Forwarder undertakes to assist the Customer in satisfaction of the said claims.

(3) Apart of signing of the Special Provisions or the Agreement, the following shall be deemed unconditional confirmation of acknowledgement and acceptance of the General Provisions:

(3.1) handing the Goods over to the Forwarder or representative thereof;

(3.2) confirmation for acceptance of commercial offer of the Forwarder;

(3.3) providing the Forwarder with instructions for rendering of the Services;

(3.4) confirmation of the Request by the Customer.

(4) The Customer guarantees that he is the lawful Owner or authorized representative of the Owner, availability with him authorizations for entering in the Contract, and as the Owner or as the authorized representative of the Owner, for the purposes of execution hereof, entitles the Forwarder with the right to enter into the contracts with third parties in his name and in his interests, and in the interests of the Owner, and to establish and claim establishing liability and execution of obligations from the Owner, including compensation of any amounts of unsettled debts, within the limits and on the terms provided for in the Contract and applicable law.

(5) The Forwarder in respect to the Customer shall be only the agent entering into agreements with third parties in the interests of the Customer and for execution hereof, and the Contract between the Forwarder and the Customer shall not be the contract of carriage, storage, packaging and handling of the Goods.

(6) The Services under the Contract shall be rendered based on the Customer's query (hereinafter - "the Request"). The Request shall be made in writing and sent to the Forwarder for confirmation not later than twenty-four (24) hours prior to commencement of loading, with above the Forwarder shall be entitled to accept the Request, confirming it in writing or to refuse from acceptance thereof with notice to the Customer. After that the Request can only be cancelled subject to payment of penalties indicated in the Special Provisions or in the Agreement.

(7) The Forwarder may provide the Customer with the Receipt form (Appendix No.2) together with the confirmation for the Request. The Receipt shall be signed by the Customer and the driver of the carrying vehicle after completion of loading, and sent by e-mail to the Forwarder.

(8) Unless otherwise was agreed by the Parties previously in writing, the Forwarder shall not accept the following for rendering the Services:

(a) toxic, hazardous, flammable, explosive goods, and goods that may cause damage (the goods that may cause diseases, contain bacteria, viruses, insects) ;

(b) bullions, coins, precious metals, jewelry, antiques having exclusive value, paintings, human remains, animals, and plants;

(c) weapons, pharmaceuticals, and other items carriage of which is prohibited or restricted;

(d) batteries, accumulators and rechargeable batteries.

### **Article 3 Rights and Obligations of the Forwarder**

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(1) Entering into the Contract the Forwarder undertakes to apply the best endeavors, and to act with due degree of judgment and expertise to observe the interests of the Customer.

(2) The Forwarder undertakes:

(2.1) To notify the Customer on any unforeseen circumstances due to which the terms for delivery may not be observed;

(2.2) To notify the Customer and / or the consignee on arrival of the Goods to Destination, confirm the date and the time for collection of the goods with the consignee;

(2.3) Within the reasonable time upon completion of rendering of the Services and upon request of the Customer to provide the Customer with the copies of the documents related to rendering thereof;

(2.4) To ensure the consignee has access to examine the Goods at Destination;

(2.5) Upon request of the Customer to provide information on the course of the carriage and location of the Goods at the moment.

(3) The Forwarder shall be entitled to define the route, means and ways of handling, storage and carriage of the Goods, and to choose the carrier. In absence of agreements for the route, the Customer accepts that the route defined by the Forwarder shall be the due route and shall not be disputed.

(4) Authorizing the Forwarder for entering into the contracts with third parties, as indicated above, the Customer agrees and entitles the Customer to transfer any of its rights and obligations under such contracts with third parties and / or the Customer to other person.

(5) In case of default on the terms for payment the Forwarder shall be entitled to suspend or to refuse from execution of the Contract, and to apply respective rights for defense provided under the applicable law.

### **Article 4 Rights and Obligations of the Customer**

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(1) Entering into this Contract the Customer shall be entitled to expect quality service, safe and timely delivery of the Goods.

- (2) The Customer shall be entitled to receive professional advice from the Forwarder subject to the terms and conditions above.
- (3) The Customer shall be entitled to subrogate the rights and the obligations hereunder to third parties, with obligatory notice to the Forwarder.
- (4) Upon request of the Forwarder the Customer shall provide all documents drafted on behalf of the Customer or the Owner and necessary for execution of the Contract.
- (5) The Customer undertakes to accept or to provide the Forwarder with supported and duly evidenced refusal from acceptance of the Services within three (3) days from completion thereof. The above term commences from the first calendar day following the date of receipt of the Goods by the consignee. The Services shall be deemed accepted upon signing of delivery of works certificate, or if such certificate is not available, if the Customer did not refuse acceptance thereof within the said time. Without prejudice to above, the certificates on complete discharge of obligations by the Parties are provided only upon receipt of the payment for the Forwarder's Services and his additional expenses in full.
- (6) All Shipping Documents for the Goods shall be approved (verified) by the Customer, and the Customer shall approve the said documents within twenty-four 24 hours from receipt thereof, and failure of the Customer to return with reply within the said period shall be deemed confirmation that the Shipping Documents are correct.
- (7) All claims for loss or damage of the Goods shall be supported with the following documents:
- Original or copy of the transport invoices together with the transportation specification and / or weighting notes.
  - Original bill of lading
  - Examination report or any other documentary proof evidencing the extent of sustained losses, witnessed by the carrier's representative and representatives of authorities;
  - Unloading report and weighting notes made at Destination;
  - Original Receipt (Appendix No.2) signed by the driver (where applicable);
  - Original instructions for arrival to Destination with indication of the persons entitled to receive the Goods and their contact details.
- (8) The Customer undertakes and shall be fully and solely liable for:
- (8.1) provision of complete and reliable information on the Goods. Information on the Goods shall include, without limitation, its full name, quantity, availability of internal defects, composition, number of places, and any other information or data reasonably requested by the Forwarder for due execution hereof;
- (8.2) correct and complete addressing of the Goods. The Customer shall provide the driver with detailed instruction for arriving to Destination (including detailed map for arrival), indicating the persons entitled to accept the Goods, and their contact details;
- (8.3) availability of due packaging, allocation, labeling and marking of the Goods. The Goods shall be packed and affixed on (or inside) the vehicle in a manner that prevents its loss and damage during carriage, including without limitation the cases of emergency braking and/or maneuvering.
- (8.4) normal condition of the container or of the other means where the Customer placed the Goods handled for carriage.
- (8.5) correspondence of the actual load of the vehicle exceeding the agreed weight of the Goods, and not to request usage of transportation vehicles in a way that puts it under the risk of damaging or may lead to imposing the penalties by authorities;

(8.6) notification to the Forwarder on necessity of loading / unloading works not later than forty-eight (48) hours prior to necessity thereof, and to bear all costs related to such services. In case of default in timely notification the Forwarder shall not be under any responsibility for providing the said Services. In any case the Forwarder shall not be bound to provide or arrange provision of the such services;

(8.7) availability of all duly arranged (including translation, if required) permission documents, licenses and certificates on the Goods, necessary for customs processing of the Goods, and for its delivery to Destination.

(9) The Customer undertakes to indemnify the Forwarder and to be solely responsible for any loses, damages, expenses, including without limitation any taxes, fees, dues, deposits, demurrage fees arising from actions of the Forwarder in execution of the Customer's instructions, breach of the provisions of the **clause (8)** of this article above by the Customer, faulty or negligent actions of the Customer, consignor, consignee or the Owner. Should the said losses, damages or expenses be covered by the Forwarder, the Customer shall reimburse the Forwarder for it on first request.

### **Article 5 Liability and Limitation of Liability**

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(1) Liability of the Forwarder for default on the timelines for delivery of the Goods compiles half percent (0.5%) from the price of the Services for each day of delay. With above, the maximum amount of the Forwarder's liability for default on delivery timelines shall be limited with the price of the Services.

(2) The Customer shall be under no liability for actions or omissions of actions of the Forwarder and / or of the third parties engaged by the Forwarder for execution hereof, safe for when such actions result from the breach by the Customer of the **clause (8) article 4**.

(3) Should the Shipping Documents not related to the Goods be shipped with it or be lost in course of the carriage, and contain material mistakes and errors due to the Forwarder's fault, the Forwarder undertakes to arrange prompt provision of the soft copies and sending the correct Shipping Documents to the Customer with the courier, with above the maximum liability of the Forwarder is limited with UAE Dirham one thousand (Dhs 1,000), and the **clause (12)** below shall not be applied.

(4) In case of erroneous delivery of the Goods to the place otherwise than Destination, the Forwarder fails to arrange its delivery to Origin or Destination within thirty (30) days, and in the cases when the location of the Goods cannot be established, the Goods shall be considered lost in full or in part, and the Customer is entitled to compensation provided herein above. Without prejudice to above, should the location of the Goods be known, the Parties may agree the ways for collection of the Goods by the Customer / consignee / the Owner from such or any other place; should it be impossible to collect the Goods from such for the Forwarder or the said persons, the Cargo shall be deem lost in full or in part, and the Customer shall be entitled for the compensation above.

(5) The Customer unconditionally bans the Forwarder and / or its engaged third parties from performing inspection of the Goods, including the one held with opening of the packaging. For the purposes of this guarantee, safe for when in accordance with the written agreement of the Parties the Forwarder arranged the packaging, the Customer provides unconditional guarantee that the Goods are duly packed and that items prohibited for carriage are absent in the Goods.

(6) Receipt of the Goods having visible defects without drawing up respective document and presenting respective claims, as well as signing works completion certificate deprives the Customer, consignee and the Owner from the right to claim against the Forwarder.

(7) Terms and conditions for cancellation, free loading / unloading time, term for payment hereunder and demurrage charges shall be indicated in the Request.

(8) Liability for breach of the agreed payment terms shall compile 0.5% for each day of delay. The commencement of the term starts on the first Banking Day following the due date. Should the due date fall on non-working day in the country of the payer's bank, the due date shall be the first following Banking

Day. Should the Customer be in default on payment in excess of thirty (30) days, the Forwarder shall be entitled to seek legal defense, including to refer to the law enforcement bodies, and such reference may include criminal prosecution under the UAE Penal Code; should it be the case, all legal expenses shall be borne by the Customer. The penalties provided above shall be applicable to the payments made by the post-dated cheques (PDC), and cash, and the interest of 0.5% shall be applied for each day of delay in payment until actual receipt of the PDC and / or cash by the Forwarder (delivery of the PDC and / or of the cash to the Forwarder, shall be sole obligation of the Customer, and availability and / or readiness of the PDC and / or cash with the Customer shall in no case be deemed completion of payment). The Parties agree that the minimum amount of the legal expenses indemnified hereunder compiles Dhs 7,000.

(9) Without prejudice to above, the Goods are accepted for carriage by cargo places only, the Forwarder shall in no case be liable for:

(9.1) Difference in Cargo quantity at on its delivery to the consignee, if the Goods were handed over for carriage in closed boxes or containers, or in other receptacles preventing its examination;

(9.2) For fluctuations in of the weight of the Goods related to its properties.

(10) The Forwarder shall not be liable before the Customer and the Owner for:

(10.1) actions and omissions of the Customer or the Owner or of other persons acting on behalf thereof;

(10.2) for damage and losses resulting from failure to perform, impossibility to perform or negligent performance of instructions of the Customer or the Owner, safe for those caused due to willful neglect of the Forwarder;

(10.3) for indirect damages including loss of market and lost benefit, regardless of the reason;

(10.4) for the damage or losses related to:

(a) carriage of perishable, hazardous, fragile or brittle Goods, Goods with inherit defects, and mechanical damage of the Goods, and for the damage caused to the other goods (including the goods of third parties) when carried together with the said Goods;

(b) failure to accept the delivery by the consignee within twenty-four (24) hours;

(11) Any advice and information are provided by the Forwarder exclusively to the Customer, and the Forwarder shall not be under any liability, and the Customer undertakes to indemnify the Forwarder against any claims for damages of third parties that used such information.

(12) Subject to the right granted to the Forwarder by the applicable law, the liability of the Forwarder for full or partial loss or damage of the Goods during transportation compiles Dhs 10 for one (1) kg of the Goods, and is limited to Dhs 10,000 for the carrying vehicle. Liability of the Forwarder may be increased in the Special Provisions, or in the Agreement or by supplementary written agreement of the Parties.

(13) Receipt of insurance compensation by the Customer, even such insurance was arrange by the Customer himself, deprives the Customer from the right to claim any compensation, including the compensation provided in the clause (12) of this article above. To claim compensation from the Forwarder, the Customer shall support the claim with due documentary evidence for non-receipt of insurance compensation against the damage or loss sustained by the Customer.

(14) The Forwarder shall not be liable for declaring the type and the value of the Goods carried, unless the Parties agreed on the otherwise in writing.

(15) In case of the carriage of the goods listed in the **clause (8) article 2** above without prior approval of the Forwarder, the Customer shall be solely liable for loss, damage of its Goods and for the damaged caused to the goods, assets or health of third parties, including possible penalties, without limitation to possible criminal prosecution and liability, furthered by carriage of such Goods. In all other cases liability of the Forwarder shall be limited by the Contract and by the applicable law.

(16) If in accordance with the arrangement made by the Parties in writing the Goods are released upon occurrence of the specific conditions, including without limitation upon presentation of the specific document or upon effecting the payment, the said actions shall be performed by the Forwarder only in capacity of the agent of the Customer, and safe for when special written arrangements are available, the Forwarder shall not be under liability for such conditions, and liability provided by the written document shall not exceed liability of the Forwarder stipulated hereunder.

## **Article 6 Settlement Procedure**

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(1) The price for each of the carriages performed hereunder is indicated in the Request and is inclusive of the freightage costs and the cost of the Forwarder's services; such price excludes any transportation expenses, passes, customs and other duties and fees, unless otherwise is directly agreed by the Parties and provided in the Special Provisions or in the Agreement or in a separate written document attached hereto as integral part hereof.

The price is indicated in the Request and cannot be unilaterally changed by the Forwarder within its validity period and after the Request was confirmed, except if due to some circumstances the amount of the costs for arranging the carriage by the Forwarder will increase, namely:

- Changes of customs and other duties on state borders
- Unexpected increase of the fuel costs in the countries of the route
- Limited passage, introduction of or increasing the fees for heavy vehicles movement on the route
- Acute currency exchange fluctuations

Further to execution of additional instructions of the Customer, due to breach of the obligations provided in the Contract above and accepted by the Customer, faulty or negligent actions of the Customer, consignor, and consignee or of the Owner.

(2) All payments under the Contract to be made based on invoices, indicating the total price of the Services including remuneration of the Forwarder. The invoices shall be sent by e-mail within three (3) Business Days from acceptance of the Goods for carriage..

(3) The payment shall be effected in currency agreed by the Parties and indicated in the invoice. The rate equal to the current exchange rate of the UAE Central Bank on the day of payment+ 2% shall be applied to the payments made in the currency different from invoiced.

(4) The payer shall be responsible for payment of commissions of the bank and of the correspondent-bank.

(5) The payment shall be deemed completed from the moment of withdrawal of the funds from the payer's settlement account.

(6) The payment shall be made within the terms provided in the Special Provisions or in the Agreement.

## **Article 7 Force-Majeure**

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(1) The Parties shall be relieved from liability for complete or partial default on obligations under the Contract, if such complete or partial default resulted from availability of over force circumstances, including without limitation, natural disasters, military actions and military states, revolutions, people commotions and protests, strikes, refuse and stoppage of labor, acts of terrorism, state prohibitions and embargo, adoption of regulations by government or authorities, and consequences of the above events, that could not be neither foreseen nor prevented by reasonable means. With above the Party suffering from the said circumstances shall immediately notify the other Party and within the shortest possible time provide official document issued by the Chamber of Commerce or similar state authority confirming availability of the over force circumstances; failure to comply with the said requirement cancels the right of the Party suffering from such circumstances to refer thereto as on the over force circumstances.

(2) Should the over force circumstances make execution of obligations by the Party impossible, the term for execution of the said obligations shall be extended in proportion to validity of the said circumstances.

(3) Should the over force circumstances remain valid for more than two (2) months, the Parties jointly decide and agree the procedure and the terms of cancellation of any relations between them.

(4) Without prejudice to above, should the force-majeure occur, the Forwarder (as the case may be) reserves the right to receive the payment for the part of the Services rendered till the moment of occurrence thereof.

## **Article 8 Miscellaneous**

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(1) The Parties undertake without prior written consent and unless otherwise is directly provided in this contract not to utilize and not to otherwise disclose to any third parties information proprietary to other party, which reasonably may be deemed secret or confidential (whether registered or not) , without limitation to contents of this Contract, any attachments hereto and related documentation, customer and agent lists, names and contacts of the management and officials, financial details, procedures, and processes, and etc. Safe for the cases when the Party obtained written consent of the other party, the information can only be disclosed or utilized if it became available in public domain (otherwise by faulty actions of the party not owning such information) , and if such disclosure is unavoidable for the Contract execution or is directly provided for by imperative norm of the applicable legislation to the governmental authorities(with immediate mandatory written notice on such disclosure to the Party owning the information) . The provisions of this clause shall remain in force within five (5) years from termination of the Contract by any reason.

The provisions of this clause cover the said information and data regardless the way of its communication and include communicated verbally.

(2) The Parties also agree that any soft copies of the documents, including the copies of the Contract, appendixes and addendums thereto, and the copies of the invoices, the certificates, the Shipping and Other Documents shall have the power of originals till exchange of the originals. All communication in respect to the Contract shall be held only using official addresses of the Forwarder and the Customer indicated in the Special Provisions or in the Agreement.

(3) Without prejudice to exclusions and limitations provided for in this General Conditions, the Forwarder shall be entitled to benefit from all privileges, exceptions, and limitations provided in respect to and / or granted by the carrier and by other persons engaged in execution hereof, without limitation to warehousing and handling of the Goods (such persons jointly with the carrier are further referred to as the "Carrier") in accordance with the agreement entered between the Forwarder and the Carrier. The Customer shall be bound under such agreements and indemnify the Forwarder against any claims arising from such agreements of the Forwarder.

(4) All claims under the Contract shall be made in writing in compliance with the applicable law and the Contract.

(5) The Forwarder shall notify the Customer on any amendments to the General Provisions five (5) Business Days in advance to adoption thereof. From the date of adoption, the old version of the General Provisions loses its force, and the relations of the Parties shall be governed by the new one. Without prejudice to above, and safe for material changes to the General Provisions, the old version duly signed and sealed by the Parties remains enforce.

(6) The Parties unconditionally state and guarantee that the persons signing the Contract and other documents related to the Contracts on behalf thereof are duly authorized with the right to sign such documents and undertake to provide due documentary evidence of such authorizations on first request.

## **Article 9 Applicable Law and Dispute Resolution Procedure**

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(1) The Contract and relations of the Parties not directly stated herein shall be governed by the current law of the Emirate of Dubai and the law of the United Arab Emirates as applied in the Emirate of Dubai.



(2) The Parties undertake to solve all disputes and differences arising from the Contract by means of negotiations. Should the Parties fail to reach agreement in course of negotiations within thirty (30) days from arising the subject of the dispute, the dispute shall be submitted for consideration by the Courts of the United Arab Emirates having exclusive jurisdiction over the Contract. With above the deadlines provided for acceptance of claims under the applicable law shall be extended for the period stipulated above for negotiations.

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Ver. 001 of 02 January 2016 shall be applicable to all transactions performed by Integra Logistics System DMCC.

