



### **Delivery Zone Conditions of Carriage: Terms and Conditions**

1. When procuring Delivery Zone's services, you, as "*Customer*", agree, on your behalf and on behalf of the receiver of the Shipment ("*Consignee*") and any third party with an interest in the Shipment that the terms and conditions under this agreement will apply.
  1. "*Shipment*" means all documents or parcels that travel under one waybill and which may be carried by any means Delivery Zone chooses, including air, road or any other carrier.
  2. Airway Bill (AWB) will include any Shipment identifier or document produced by Delivery Zone or Customer automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Customer understands and agrees that a Shipment will be subject to the Conditions of Carriage appearing on the face and the reverse sides of the waybill.
  3. Delivery Zone reserves the right to refuse any documents or parcels from any person, firm, or company at its own discretion.
  4. Delivery Zone reserves the right to transport the Shipment by any route and procedure and by successive carriers and according to its own handling, storage and transportation methods.
2. **Prohibited Shipments.** Customer undertakes to ensure that a Shipment handled by Delivery Zone will not contain:
  - (a) anything that cannot be transported safely or legally
  - (b) anything that is prohibited by any law, regulation, or statute
  - (c) bullion, currency, dangerous/hazardous Shipment, combustible materials, drugs/narcotics, and will at all times comply with [Delivery Zone - Conditions of Carriage: Terms and Conditions](#)
  - (d) negotiable instruments in bearer form like bearer cheques/drafts, money orders, promissory notes, bearer bonds, bearer share certificates, stamps, open tickets, uncashed travelers' cheques, credit cards, or SIM cards (but not including gift cards)
  - (e) contrary to the customs and practices of the destination country.
3. **Inspection.** Delivery Zone reserves the right, but not the obligation, to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.
4. **Packaging.** The packaging of the Shipment is Customer's sole responsibility, including the placing of the goods or documents in any container which may be supplied to Customer by Delivery Zone. Delivery Zone does not accept any responsibility for loss or damage to Shipment arising from inadequate or inappropriate packaging. Delivery Zone will not be liable for delay in delivery resulting from Customer's failure to comply with its obligations in this respect.
5. **Customs.** Delivery Zone may perform the following activities on behalf of Customer and/or Consignee in order to provide the services:
  - (1) complete any document, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations ("*Customs Duties*"), and
  - (2) act as Customer's forwarding agent for customs and export control purposes and as Consignee solely for the purpose of designating a customs broker to perform customs clearance and entry. Customer will provide Delivery Zone with all necessary documentation

and fulfill all procedural requirements to expedite clearance of the Shipments as may be required by Delivery Zone. Customer will declare to Delivery Zone the contents and actual value of each Shipment before such Shipments are collected by Delivery Zone. Customer will be solely liable for any mis-declaration of the Shipment.

**6. Limitation of Liability.** Subject to Clauses 2 and 6 hereof:

- I. Delivery Zone will be responsible for Customer's shipment only while it is within Delivery Zone's custody and control. Delivery Zone will not be liable for loss or damage of a Shipment while Shipment is out of Delivery Zone's custody or control. DELIVERY ZONE'S LIABILITY IS IN ANY EVENT LIMITED TO ONE HUNDRED DIRHAMS (AED 100) or its equivalent per Shipment whichever is lower.
- II. Delivery Zone's liability will in any event be limited to the lower of the insured value or the amount of any loss or damage actually sustained by Customer.
- III. The actual value of a Shipment will be ascertained by reference to its replacement, reconstitution or reconstruction value at the time and place of shipment, whichever is less, without reference to its commercial utility to Customer or to other items of consequential loss.
- IV. In no event will Delivery Zone be liable for any type of consequential or special or indirect or incidental damages or other indirect loss, however arising, whether or not Delivery Zone had knowledge that such damage might be incurred, including but not limited to loss of income, profit, interest, utility or loss of market.
- V. Customer will be liable for all losses, damages and expenses arising as a result of its failure to comply with its obligations under this agreement as a result of its negligence.

**7. Liabilities Not Assumed.**

1. Delivery Zone will be not liable for any loss, damage, delay, misdelivery, nondelivery not caused by its own negligence, or for any loss, damage, delay, misdelivery or non-delivery caused by:
  - (a) the act, default or omission of Customer or Consignee or any third party who claims an interest in the shipment
  - (b) the nature of the Shipment or any defect, characteristic, or inherent vice thereof;
  - (c) violation by Customer or Consignee of any term or condition stated herein including, but not limited to, improper or insufficient packing, securing, marking or addressing, misdescribing the contents of the Shipment or failure to observe any of the rules relating to shipments not acceptable for transportation, whether such rules are now or hereafter promulgated by Delivery Zone
  - (d) Force Majeure
  - (e) acts or omissions of any postal service, forwarder, or any other entity to whom a Shipment is tendered by Delivery Zone for transportation, regardless of whether Customer requested or had knowledge of such third party delivery requirement
  - (f) electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form; or
  - (g) damage due to insects or vermin.
2. Delivery Zone will make every reasonable effort to deliver the Shipment according to its regular delivery schedules, however, Customer agrees that such schedules are not binding and do not form part of the agreement. Delivery Zone will not be liable for any damages or loss caused by delay.

**8. Customer's Warranties and Indemnities.** Customer will indemnify and hold harmless Delivery Zone for any loss or damage arising out of Customer's failure to comply with the following warranties and representations:

- (a) all information provided by Customer is complete and accurate

- (b) the Shipment is acceptable for transport
- (c) the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to Delivery Zone
- (d) Customer has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and
- (e) Customer has obtained all necessary consents in relation to personal data provided to Delivery Zone including Consignee's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

**9. Fees.**

1. All rates are in United Arab Emirates Dirham (AED) excluding all applicable duties, whether customs duties or otherwise, and do not include government fees, taxes and VAT.
2. The rates are calculated according to the higher of gross or volumetric weight per piece and any piece may be remeasured or reweighed by Delivery Zone for confirmation of the rate calculation.
3. Customer will pay or reimburse Delivery Zone for all Shipment or other charges due, or Customs Duties or import VAT owed for services provided by Delivery Zone or incurred by Delivery Zone on Customer's or Consignee's behalf. Payment of Customs Duties may be requested prior to delivery. All payments by Customer will be made free and clear of, and without reduction for, any withholding tax.
4. Delivery Zone will not be liable for any penalties imposed or loss or damage incurred due to Customer's documents or goods being impounded by customs or similar authorities and Customer hereby indemnifies Delivery Zone against such penalty or loss under clause 7.
5. Customer will report any disputes on the invoices submitted by Delivery Zone within seven (7) days from the time the invoice is received by Customer, after which the invoice is deemed accepted by Customer.

**10. Claims.**

Any claim against Delivery Zone must be submitted in writing within thirty (30) days of the date of acceptance of Shipment by Delivery Zone. Claims can be raised by sending an email directly to Customer Service Team: [csr@deliveryzone.ae](mailto:csr@deliveryzone.ae). Notwithstanding any of the foregoing, no claim for loss or damage will be entertained until all transportation charges have been paid.

**11. Data Protection.**

Where Customer is an individual (i.e., a natural person), Delivery Zone will act as a controller of any personal data provided by the customer to Delivery Zone for the purpose of allowing the services to be provided. Delivery Zone will process those personal data under the terms of Delivery Zone's Privacy Policy summarized as below:

Delivery Zone will handle personal information shared by customers or users, as well as other information which may be gathered by Delivery Zone in connection with services provided, in a lawful, fair and transparent manner. Delivery Zone has considered internationally recognized principles on the protection of personal data when defining its policies, such as the principles of purpose limitation, storage limitation, data minimisation, data quality and confidentiality. Where Customer is a company, or otherwise not an individual, process personal data provided by Customer in accordance with the globally accepted GDPR Data processing agreement.

**12. Force Majeure.**

If Delivery Zone is prevented from carrying out its obligations under this agreement by reason of force majeure event (including without limitations any act of God, riots, strikes or lock-out, wars, government issued orders or directives, pandemics, epidemics, and similar

events beyond the reasonable control of Delivery Zone), then Delivery Zone will be temporarily relieved of its obligations, including delays in providing the Services, for the period of time that the force majeure event persists.

**13. Returns**

1. In the event that a Shipment remains in Delivery Zone's possession for more than 21 days, Delivery Zone reserves the right to return the Shipment to the Customer at an extra charge to be paid by the Customer.
2. In the event the Customer is in default of this agreement and/or fails to accept delivery of returned Shipment, Delivery Zone will have the right to dispose of such Shipment at Delivery Zone's discretion, without the need to take any further legal action, or obtain a court order or a judgement in that regard. Customer indemnifies and holds Delivery Zone harmless from and against any third party, including official authorities, claims, liabilities, tax, penalties, or obligations of any nature whatsoever that may arise out of or in connection with disposing of such Shipment.

14. **Governing Law / Jurisdiction.** Any dispute arising under or in any way connected with this agreement will be subject, for the benefit of Delivery Zone, to the non-exclusive jurisdiction of the courts of, and governed by the law of the United Arab Emirates of the Shipment and Customer irrevocably submits to jurisdiction of Abu Dhabi courts, unless contrary to applicable law.