

Shipping terms and condition

1. Definitions. The following definitions will complete the shipping contract and are applied to the already established conditions. "We", "Us", "Our" – these terms refer to World Line Cargo, identified as a service provider, and to all its subsidiaries and affiliates, employees, agents, or independent contractors thereof. "You" – this term refers to the person receiving this service: sender, exporter, recipient, importer, owner of the shipped goods, agent, representative or any party holding a legal right over the content of the shipment. It is your duty to notify the "Shipping Terms and Conditions" to all persons representing you. "Bill of Lading" (short: "B/L") – the transport document that includes all the shipping information. This document is NOT negotiable. "Transport", "shipping" – include all the operations and services related to a shipment that we are handed in. "Shipping", "shipment", "of the shipment" – these terms designate all accompanying documents, articles, or items, parcels, packages or goods that are transported with a single B/L, accepted by us for the purpose of being shipped, and described or identified on the recto of the B/L.

2. Parties to the Contract. "Shipping Terms and Conditions" are a legal contract between "You" and "Us". You will sign a contract with the representatives of World Line Cargo or any of our contractor companies in order to have your goods shipped. At the same time, these "Terms and Conditions" protect all those who signed a contract with us in order to have your shipment collected, transported or delivered.

3. Accepting the Shipping Conditions. When you give us your shipment, you agree to the "Terms and Conditions" of this transportation contract, both for you and any person who may bear an interest related to the shipment, regardless whether this person has signed the B/L or not. You acknowledge that you completed the B/L or that we completed it on your behalf. Should you give us a shipment accompanied by written or verbal instructions that are contrary to the provisions of this contract, World Line Cargo shall not be held liable for the said instructions.

4. We as Designated Agents. We are designated as your "Agents" for the purpose of conducting, on your behalf, the operations related to the importation, exportation, customs representation, issuance of shipment, as well as related services and services subsequent to customs clearance operations. Also, you certify that we have the authorization to designate a customs agent for the purposes specified above.

5. Certification of Information Provided. You certify that your statements regarding the exportation or importation of a shipment are true, and that you are aware that any fraudulent or false statement regarding the shipment or its contents will make you liable of any civil or criminal pursuit against you. You have the responsibility of providing, if needed and at your own costs, any additional documentation that the customs authorities may require. All expenses (penalties, warehouse fees, handling fees, etc.) incurred by the actions of customs authorities or a government authority, and by the sender's or receiver's inability to provide the necessary documentation will be incumbent on you.

6. Forbidden Items. World Line Cargo **DOES NOT** ship goods whose transportation is forbidden by any laws, by-laws or statutes of any federal, State, or local government or any government of a country to which or through which the parcel is in transit. In addition, we **DO NOT** ship: guns or gun parts and ammunition, animals, jewellery, ingots, metals and precious stones, antiquities, traveler's cheques, money, blank cheques, money orders, stamps, perishable food, furs, dangerous goods and fuel (pursuant to the IATA regulations), narcotics, obscene or pornographic material.

7. Limits of Liability. WE ARE NOT LIABLE for any losses, damages, delays, erroneous deliveries, non-deliveries, pick-ups, confiscation, loss of income or profit, direct or indirect, even if you had notified us of such losses having occurred, which are due to, but not limited to, the following: a) your improper or insufficient packaging, securing, marking, addressing the shipment, even if we have accepted it; b) non accepted, prohibited, or forbidden shipments; c) events we have no control over, resulting from natural calamities or acts of God, including earthquakes, cyclones, storms, floods, fires, epidemics, snow, freeze, fog, electrical or magnetic damage or erased photographic or electronic images, recordings or data; d) mechanical failure of transportation means or equipment; e) hidden or latent defects of the shipment; f) local, national, or international blocking or interruption of air, land, sea, or train transportation; g) acts of God including strikes, embargos, wars, accidents, local mutinies, quarantine, hijacking, theft of shipment under threat by thieves; h) any action or omission of a person who is not our employee or contractor, including public or government authorities, sender, receiver, a third party; i) errors, discrepancies, omissions or incorrect statements that you made regarding the shipment; j) check-ups, inspections, retaining, confiscation, sample taking by the customs authorities or other government authorities; k) violation of any of the terms of this contract.

8. Inspection. You agree that we, and any national authority, including customs authorities, open and inspect (but not have to) your shipment without prior notice to you. Should the inspection be performed by X-ray scan, you cannot file a claim for the damages that might occur due to the scan.

9. The Right of Refusal. We have the right to refuse, cancel, or stop the shipment: (i) when it will cause the delay or damages of other shipments, equipment, or staff; (ii) when it is forbidden or prohibited by the law; (iii) when it violates any of the shipping terms and conditions.

10. Transportation Routes. Transportation routes and shipment transportation methods are at World Line Cargo's discretion. You authorize us to choose a transport company to carry the shipment by air, sea, land, or train. We reserve the right to change transportation routes and transporters depending on the equipment and space required to carry the shipment. We do not deliver to post office boxes.

11. Fees, taxes and other costs. You agree to pay the transportation fees between the two locations specified on the B/L in accordance with the fees in effect at the time of the transportation or as separately agreed with you. Our fees apply to the greatest weight of the physical and volumetric weight (calculated with the volumetric conversion report: length x width x height (cm) divided by 6000) and we may reweigh and re-measure any shipment in order to confirm this calculation. You will pay or refund World Line Cargo all transportation fees, warehouse taxes, special handling fees, customs taxes as well as other fees owed for the services we have provided or contracted on your behalf, as well as all claims, damages, fines and necessary expenses should the shipment be deemed unacceptable for transportation, as per section 6. Even though you have provided us certain payment instructions or agreed with the receiver or a third party to pay the amount of the transportation and/or any other fees, customs duties or additional costs, we assume the right to collect these costs from you should the receiver, the importer or third party refuse to make such payment. World Line Cargo will return your shipment to you, whereas you will bear all the fees and the transportation. Should you too refuse to pay, within 30 days from a printed or electronic notice, World Line Cargo shall have the right to withhold the shipped goods without being liable to you or anyone else. By this contract, you allow World Line Cargo to be an intermediary agent for customs clearance and transit. If World Line Cargo subcontracts this activity, you agree World Line Cargo is free to designate a customs agent to perform the clearance. If the customs authorities request additional documentation to confirm the import / export or customs clearance operation, it is your responsibility to provide it at your own expense. In case you wish that the customs clearance operation be conducted at a customs agency that is different from the one we do business with, you shall bear all the additional transit expenses.

12. The Liability of World Line Cargo. World Line Cargo signs the contract with you on the premise that its liability is strictly limited to direct loss and to kg/lb. limits under this section. All other types of losses or damages are excluded (including but not limited to loss of profit, interest, future business), even if such loss is special or indirect and even if we have been informed of such risk of such loss or damage before or after the shipment was accepted, as long as you can be insured against special risks. Should a shipment be transported by a combined method (air and land or any other method of transportation), loss or damage will be deemed to have occurred during air transport unless otherwise demonstrated. World Line Cargo's liability regarding any transported shipment is limited, without prejudice to section 7, to the shipment's declared or real monetary value and will be not more than US \$100 per shipment or US \$20 / kg or US \$9.07 / lb. for shipments transported in part or in whole by air, pursuant to the provisions of the Warsaw Agreement of 1929, that govern loss or damage liability coverage, or US \$10 / kg or US \$ 4.54 / lb. for shipments transported entirely by land (does not apply for the United States) if they are transited under the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 1956, for partial or total loss or damage of the shipment. Should your shipment be over 60 days delayed, is the client can provide proof that he has suffered loss due to our delay, our liability is limited to refunding the duties (amounts) that have been paid to carry out the shipment (proportional to the entire shipment or to a fraction of the affected shipment). Claims are limited to one single claim per shipping, which will be answered completely and definitively for any losses or damages related to the shipment in question. Should you deem these limits are insufficient, you are entitled to make a special statement of value and request insurance in accordance with the description indicated under section 13 or buy your own insurance. Should no insurance be available to you, you will incur all risks of loss or damages.

13. Shipment Insurance (not valid for documents). World Line Cargo can provide you an insurance covering the real money value related to physical loss or damages to the shipment provided you fill out the pertinent section regarding insurance on the B/L and pay the insurance premium. The shipment insurance does not cover indirect losses or damages nor losses or damages caused by delays.

WORLD LINE CARGO INC. undertakes to transport / deliver parcels quickly and safely. World Line Cargo Inc. does not assume responsibility for packing parcels. Customer is solely responsible for ensuring proper packaging for transport.

Insurance - value that can be refunded (conditions apply *) in case of loss, total destruction of the package. Shipping charges are not refundable ever. Insurance amount is only refundable (conditions apply *). Only the shipping route Canada-Romania (Economic Service) is included insurance 50CAD / boxe (* conditions apply). Other services (maritime countries other than Romania, air to any destination) NOT include any insurance in the freight rate.

Customer may include more assurance than that included in the freight rate, paying a premium of 6%.

* Conditions for reimbursement of insurance included in the price, in case of non-delivery package: package suitable packaging (ensuring we have the right to refuse reimbursement if it finds that the package was packed inappropriate). Inadequate packing: carton soft, hollow package / unfilled enough goods that can break / leak in the package.

50CAD insurance included in the shipping fee can be refunded Canada-Romania in the form of voucher / discount on future shipments only shipping Canada-Romania. If the client including to an additional insurance, only the difference to pay the insurance to 6% can be refunded in many (cash or check).

14. Complaints. All complaints must be filed in writing at the World Line Cargo headquarters within maximum 2 months from the date the shipment is handed in to us. Complaints must include all pertinent data regarding the loss, damages or delay occurred. We will deem your shipment as delivered in good condition if the sender does not write down any reference on the transport document at the time the parcel is received. In order for us to be able to consider a complaint, depending on the case, you must also provide the original packaging for expertise purposes. Transport fees must be paid by you and you do not have the right to subtract any amounts from them. World Line Cargo is not liable should these conditions not be met. Both sender and receiver undertake, with respect to World Line Cargo, that you shall not allow any third party having an interest over the content of the shipment or the shipment itself to file a complaint or take action against World Line Cargo, even in the event that losses, damages or delays are due to our negligence. Should a complaint or an action be filed, you will warrant us against all consequences, including costs related to conducting complaints or actions, ensuing from such complaints. Warehousing is allowed for 6 months after a maximum of 3 notifications; after this, the shipment can be sold, thrown away or entered in the World Line Cargo assets. The deadline to solve complaints is no more than 3 months.

15. Governing Law. Any dispute ensuing from or related to these Terms and Conditions will be solved through amicable agreement. Otherwise, the disputes will be submitted, to the benefit of World Line Cargo, to the non-exclusive competence of the courts from and governed by the laws of the country of origin of the shipment, and you will submit irrevocably to this competence, except where this is contrary to the applicable laws. No application in the court of law can be filed after 6 months.

16. Individual Validity. Should any of the sections of this contract becomes invalid or inapplicable, it will not affect the remainder of the Terms and Conditions.

Volumetric weight will be considered should it be higher than the actual one.
Volumetric weight = length (cm) x width (cm) x height (cm) / 6000

