

Dear Customer,

Please complete the information below and send the form by email to [accounts@webcourier.eu](mailto:accounts@webcourier.eu) or by fax to +40.356.816.912

CREDIT APPLICATION FORM FOR OPENING SERVICES ACCOUNT			
YOUR COMPANY INFORMATION			
Company Name:		Type of Organization:	
Company Registration No:		Telephone Number:	
VAT Registration No:		Mobile Number:	
Date of Registration:		Fax Number:	
Country of Registration:		Email Address:	
Registered Address:		Trading Address:	
City / Town:		City / Town:	
Post Code / Zip code:		Postcode:	
County:		Country:	
Country:		Invoice Address:	
BANK REFERENCE			
Branch Name:		Account Number:	
Address & Postcode:		Sort (Swift) Code:	
CREDIT LIMITS REQUESTED			
Credit amount per month:		Credit Limit Currency:	
Please note that we operate a strict monthly trading limit, monitored automatically by our computer system, if you exceed your monthly trading limit then this may result in shipments being delayed or you being asked for additional security deposit.			
ADMINISTRATION CONTACT DETAILS			
Managing Director 1:		Telephone Number:	
Managing Director 2:		Email Address:	
Operational Manager 1:		Telephone Number:	
Operational Manager 2:		Email Address:	
Accounting Manager 1:		Telephone Number:	
Accounting Manager 2:		Email Address:	
OPERATIONAL CONTACT DETAILS			
Contact person 1:		Telephone Number:	
Contact Person 2:		Email address	1
Contact Person 3:		Address which you want the pre-alert sent to:	2
ACCOUNTING CONTACT DETAILS			
Contact person 1:		Telephone Number:	
Contact Person 2:		Email address	1
Invoice period:		Address which you want the e-invoicing sent to:	2
CUSTOMER SERVICE CONTACT DETAILS			
Contact person 1:		Telephone Number:	
Contact Person 2:		Shipment Status	1
Contact Person 3:		Report SSR (email)	2
Contact Person 4:		Address which you want the shipment status sent to:	3

On behalf of the CUSTOMER, the undersigned hereby applies for an account to be opened and credit facilities to be granted by WEBCourier. The CUSTOMER hereby certifies that all the information given in connection with this Credit Application is true, complete and correct. The CUSTOMER hereby authorizes WEBCourier to make such credit enquires and take our references, as it shall consider necessary regarding this Credit Application to assess the credit worthiness of the CUSTOMER. The CUSTOMER accepts that WEBCourier reserve the right to reject this Credit Application at it's absolute discretion, without being required to state the reason.

Subject to the Credit Application being accepted by WEBCourier, the CUSTOMER hereby agrees to abide by the GENERAL TERMS and CONDITIONS of TRADING of WEBCourier, a copy of which is enclosed.

Signed by a Director duly authorised for and on behalf of the Company	
Print Name:	
Dated:	

FOR WEBCOURIER USE ONLY			
Approved By:		Account Code:	
Date:		Account Number:	
		Credit limit (EURO):	
		Credit terms (days):	

## GENERAL TERMS AND CONDITIONS RELATED TO THE SUPPLY OF COURIER SERVICES

### 1. DEFINITIONS

**"We", "our", "us"** refers to the company WEBCOURIER s.r.l (the carrier), with the registered office in Romania, Timis County, 300645, Timisoara, Calea Aradului st., Bloc 140, Ap.4, Room 2, recorded in the Trade Register at number J35/2587/2012, with the issued VAT number: RO30817449, further referred to as WEBCourier or carrier, as well as all its subsidiaries, affiliates and their respective employees, agents or independent contractors.

**"You", "user"** refers to the physical or juridical parties this service is intended for: consigner, exporter, consignee, importer, shipment owner, agent, assignee (representative) or any other party entitled to legal rights over the content of the shipment. It is in your duty to notify any of your representatives of the content of the "General Terms and Conditions of Carriage" herein.

**"Air Waybill", "AWB"** - is the transport document specifying the shipment details and the "General Terms and Conditions related to the supply of Courier Services".

**"Transport", "shipping"** includes all the operations and legal services related to a shipment entrusted to us.

**"Delivery", "deliverance"** represents the postal delivery containing any type of documents, freight bills, items and goods, parcels, packages and cargo traveling with one AWB, accepted by us for carriage and described or identified on the front page (recto) of the AWB.

**"Standard courier service"** - standard delivery service that cumulatively implies:

- undertaking by the carrier of the shipment and delivery to the consignee address, in good conditions;
- issuing by the carrier, of a document to the consigner, certifying the date and time of acceptance as well as, usually, the payment of charges;
- delivery before deadline

**"Express service"** - standard delivery service that cumulatively implies:

- undertaking by the carrier of the shipment and delivery to the consignee address, to the consignee in person or any other party entitled to receive the shipment;
  - issuing by the carrier, of a document to the consigner, certifying the date and time of acceptance as well as, usually, the payment of charges;
  - liability of the carrier for late shipment delivery
- express delivery of the shipment

**"Added Value delivery service"** - delivery service characterized by insurance of the shipment against loss, theft (appropriation), total or partial damage, for an amount equal to the value declared by consigner and which shall not surpass the real value of the shipment;

**"Payment on Delivery service"** - delivery service for registered shipments, where payment of the shipment's value is made by consignee to the consigner by means of postal network;

**"Acknowledgment Receipt service"** - the courier service for delivery of recorded shipments, whose particularity consists in the delivery to the shipper of the proof of delivery, acknowledged in written by the consignee;

**"Destination Change service"** - courier service referring to registered shipment deliveries, whose particularity consists in the possibility of change, on the shipper's express request, before the delivery and within a term agreed with the shipper, of the consignee or the address recorded on the shipment, as well as in the possibility to stop the delivery of shipment;

**"Agreed Delivery service"** - courier service referring to registered shipment deliveries, whose particularity consists in the delivery of shipment in compliance with the shipper's indications regarding the delivery date and hour, to the address indicated, and personally to the consignee or to the authorized person to receive the shipment, if more consignees;

**"Mail Publicity service"** - a mail service having as main activity object at least 500 internal or international mail deliveries that are to be transported and delivered to the addresses indicated by the consigner, by means of the same shipment, consisting exclusively in advertisement, marketing, publicity materials, that contain identical messages, excepting the name, address and id no. of the consignee, as well as other changes that do not alter the message. There will not be considered a mail publicity the receipts, bills, financial records and other messages with different contents, besides the mail advertisement, as well as the mail from the same package.

### 2. THE CONTRACTING

**2.1.** The "GENERAL TERMS AND CONDITIONS REGARDING THE SUPPLY OF COURIER SERVICES" represents a legal contract between "We" and "You". You will enter into a contract with WEBCourier's representatives, or any other company contracted by us for freight carriage.

**2.2.** The herein "Terms and Conditions" simultaneously protect all parts who entered into a contract with us, for collection, transportation or delivery of your shipment.

### 3. SCOPE OF CONTRACT

**3.1.** The scope of the contract represents the fulfillment by WEBCourier of the delivery services, in due time and in exchange for a charge.

**3.2.** No employee of the Carrier or anyone else shall have authority to alter or modify any provision of the Terms and Conditions of Carriage.

### 4. CONTRACT CONCLUSION

**4.1.** The individual contract between the consigner and WEBCourier shall be considered concluded, without written consent, subject to the general conditions of carriage stated herein, at the time of receipt for a shipment in the Carrier's delivery network.

**4.2.** The time of receipt for a shipment, is the time the shipment has been checked in at the access point or the time of undertaking of the shipment by us. By undertaking the shipment, we acknowledge the consigner's compliance to the acceptance conditions of the delivery.

### 5. ACCEPTANCE OF DELIVERY CONDITIONS

**5.1.** By checking the shipment in, you accept and agree to the "GENERAL TERMS AND CONDITIONS REGARDING THE SUPPLY OF COURIER SERVICES" on behalf of yourself or any other party that might share a joint interest in the shipment thereof, regardless of consigning the AWB. You acknowledge to have filled in the AWB or to authorize us to fill it in on your behalf. By issuing the consignment document- AWB to you, you also agree to the processing of personal data.

**5.2.** In case you consign us a shipment accompanied by written or oral instructions that infringe upon the contract, WEBCourier shall not be held liable for this instructions.

**5.3.** The consigner is responsible for ensuring that the cargo is packed in an appropriate way for air carriage, so as to ensure protection against total or partial loss and damage, and so as not to inflict any injury, endanger or damage a person, environment, used appliance or other transported goods, for the whole operation implying collection, carriage and delivery.

**5.4.** The consigner must make all arrangements for meeting the consignment safety rules, through reliable employed personnel, and for protecting it against unauthorized interference that might occur during preparation, storage, handling and transportation, before the package has been checked in by WEBCourier.

**5.5.** The packing used by the consigner is deemed sufficient when it is considered to adequately protect the shipment from its check in at the access point and till its release to the consignee, under regular conditions of collecting, sorting, carriage and delivery.

**5.6.** In all cases, liability regarding packing conditions devolves entirely upon the consigner. Exception to this makes the case when the packing service is expressly requested from us.

**5.7.** Imperishable food and fragile goods can be accepted for carriage, if the consigner undertakes in writing the liability for it.

**5.8.** The consigner must provide all the specification (considering every particular instance) needed for accompanying the consignment and fulfillment of all operations (including customs duties) and services requested.

**5.9.** You have to provide all identification details of the consignee and the consigner, including: name and last name of the person, name of the company (for legal parties), the VAT registration number (for legal parties), address (boulevard, street, avenue, walkway, etc. name, residence, bldg., entry, floor and apartment no.); locality (for countryside locality shall be followed by commune name); area code, county (district), province or state (for international deliveries), country, phone number, email address. If the destination country uses a different character and number set, it is advisable to mark the address also using the respective character set.

**5.10.** For the Payment on delivery service the maximum acceptable limit for reimbursement is 1500 Euro (or the equivalent in local currency). The Payment on delivery service is admitted only for declared value shipments.

**5.11.** For the Insured Value delivery service, the maximum acceptable limit for the declared value is 5000 Euro (or the equivalent in local currency).

### 6. TARIFFS, FEES AND OTHER COSTS

**6.1.** The tariffs for the courier services performed by WEBCourier are displayed to any check-in point involving personnel or from its website.

**6.2.** If you agree to pay the equivalent value for the transportation between the two locations indicated on AWB, pursuant to the tariffs in force on the transportation date or in compliance with the details separately agreed upon.

**6.3.** Our tariffs apply for the highest between the physical weight and the volumetric weight (obtained by means of the volumetric conversion rate: length x width x height (cm) divided to 6000 - for air transportation and respectively, to 4000, for road transportation) and any shipment can be weighted and measured again in order to certify this calculation.

**6.4.** If you pay or reimburse to WEBCourier all the fees related to transportation, storage fees, special manipulation, repackaging, customs duties and any other fees owed for the services provided or contracted by us on your behalf, as well as all the claims, damages, fines and necessary costs caused by the fact that the delivery might be considered unacceptable for transportation, pursuant to these conditions.

**6.5.** Even if you let us know certain payment instructions or if you decided together with the consignee or any other third party to pay the value of the transport and /or any other fees, customs duties or additional costs, we are entitled to recover any such costs from you if the consignee, importer or third party refuses to make this payment.

**6.6.** If WEBCourier returns your shipment, the cost afferent to the transportation and any other fees will be borne by you.

**6.7.** Should you fail to pay within 30 days since the date when you received the written or electronic notification, WEBCourier is entitled to retain the transported goods without holding any responsibility towards you or any other party.

**6.8.** If you want that the customs clearing procedure to be performed in other customs point than the customs point used by us, you will bear the additional transit fees, and if you decide to redirect the shipment to a different address than the initial one, you will bear any supplementary costs related to the new transportation route.

**6.9.** The services Express, Reimbursement, Destination Change, Special delivery, Acknowledgment of receipt represent additional characteristics of the added value services in comparison to the courier standard service, for which supplementary fees are collected.

### 7. PAYMENT TERMS

**7.1.** The tariffs as well as any other fees are paid in cash, by bank wire or as a down payment.

**7.2.** The tariffs and other fees are paid as a down payment for the performance of the courier service.

**7.3.** In the case in which the conditions stipulated at art. 7.2 is not applicable, the tariffs and other fees should be paid within 7 days since the invoice is received.

**7.4.** WEBCourier may accept, by entering into written agreements with the consigners and consignees, the payment under different conditions than those set forth to art. 7.3.

**7.5.** The invoice issued by WEBCourier for the services performed does not include a copy after the proof of delivery or any other additional documents.

### 8. FORBIDDEN DELIVERIES

WEBCOURIER DOES NOT deliver goods whose movement is forbidden by any law, regulation or statute of any federal, state or local government of any country to which or through which the delivery is being sent: guns or gun components and ammunition, jewelries, animals, ingots, precious metals and stones, antiques, travel checks, money, blank checks, notes of hand, passports, seals, perishable food, furs, hazardous and flammable and substances (according to IATA regulation), narcotics, obscene and pornographic materials, documents considered as current and personal mail,

as well as any mail of any type exchanged between individuals, other than the consigner and consignee or the persons living with these two.

### 9. REJECTION RIGHT

**9.1** We have the right to stop or reject your shipment if:

- a) consisting in goods whose transportation is legally forbidden;
- b) whose package displays inscriptions that are in discordance with the public order and ethics;
- c) that present old, non-removed labels or marks;
- d) that contain perishable goods that are not protected by special packages and conditions with the view to the compliance with the sanitary, veterinary and phito-sanitary requirements;
- e) which, by its weight and volume show difficulties to move or manipulate related to the personnel, equipments or devices provided by the supplier;
- f) when it will determine the delay or prejudice of other deliveries, equipments or personnel;
- g) violates any of the General Terms and Conditions regarding the supply of courier services;
- h) the items described at art. 8 or similar items.

**9.2.** If, in a wrongly manner, there are accepted, when being submitted, shipments that do not comply with the conditions indicated to art. 9.1, WEBCourier will not be liable for the non-discharge of its obligations.

**9.3.** If, in a wrongly manner, there are accepted to the presentation any shipments containing forbidden objects, indicated by art. 8, such deliveries will not sent to the destination, or distributed to the consignees, or returned to the consigners. In such cases, WEBCourier is obliged to inform the shipper, in case of an international delivery, or the shipper, in case of an internal delivery, about the treatment applied to such shipments, specifying the interdiction applicable to such retained shipments.

### 10. PARTIE'S OBLIGATIONS

#### 10.1. WEBCOURIER's obligations.

**10.1.1.1.** WEBCourier has the obligation to take over the shipment and to deliver it in the same condition to the consignee.

**10.1.1.2.** The taking over of the shipment will be performed by the agency of the supplier's personnel, at the check-in points or to the address indicated by the consigner.

**10.1.1.3.** The handing over of the shipment will be performed only according to the following manners:

- a) to the address indicated by the consigner, personally to the consignee or to the authorized person to receive the shipment;
- b) to the contact facility, personally to the consignee or to the authorized person to receive the shipment, after sending a prior notification to announce the arrival of the shipment.

**10.1.1.4.** WEBCourier is entitled to decline the taking over and / to delivery to consignees, complying with the requirements of art. 9.

**10.1.1.5.** In case of the service: Reimbursement, WEBCourier has the obligation to cash in, at the delivery of the shipment, the equivalent value of the good subject to this delivery, a value that was declared by the consigner, and to transmit it subsequently to the consignee. This option is accepted only for Declared Value shipments.

**10.1.1.6.** In case of the service: Reception acknowledgment, WEBCourier has the obligation to deliver the shipment only if the consignee fills in a AWB form that will be handed over to the consigner.

**10.1.1.7.** In case of the service: Destination change, the consigner can expressly request the change of the consignee or the change of the address on the shipment, as well as the stop of the delivery. The request can be made only in written form, to the contact facility, by fax, by registered shipment with acknowledgment of receipt or in electronic format. The request must be made before the delivery of shipment. In this case, towards the initial delivery term, it is added the delivery term afferent to the new destination address. In case of stopping the delivery, the shipment can be stored for a period of 5 working days in the transit point, after which, at the consigner's demand, the shipment can be returned to it or destroyed, on its expense.

#### 10.1.2. Obligation to return the shipment

**10.1.2.1.** WEBCourier has the obligation to deliver to the consigner, based on a prior notification and on its expense (if not otherwise agreed), in compliance with the provisions herein, the shipment recorded as failed to be delivered to the consignee, based on one of the following cases:

- a) the consignee's address does not exist or to that address there is no building or mail box to which the mail can be delivered;
  - b) the consignee or the authorized person to receive the shipment decline its reception
  - c) the consignee or the authorized person to receive the shipment was not found to the address indicated on the shipment, and the storage period of 5 days, after the notification, to the contact facility expired;
- 10.1.2.2.** In cases of the shipment packages that were returned ungrounded, the consigner is entitled to choose between the re-delivery of the shipment, without paying the appropriate tariffs or the returning of all tariffs paid when taking over the delivery.

#### 10.1.3. Obligation to keep the shipment

**10.1.3.1.** WEBCourier has the obligation to keep, to the user's disposition, in its storage halls, for a period of 6 months since delivery, the entire shipments that were not handed over to the consignee or that were not returned to the consigners, for which

- a) general acceptance conditions regarding the exterior aspect were not comply with;
- b) the consigner did not pay the reimbursement tariff;
- c) the consigner's address and name are not specified on the delivery; the address does not exist or no building can be found to that location;
- d) the consigner in this matter declined the reception.

**10.1.3.2.** After the expiry of the storing term, the shipments that are not claimed can be sold, thrown away or will become the property of the supplier.

**10.1.3.3.** WEBCourier can destroy the delivery which caused or may cause serious damages to individuals, environment, used installations or to other deliveries, informing the consigner, if this is possible. In this circumstance, the agreement will be cancelled by unilateral termination by the supplier.

**10.1.3.4.** WEBCourier is entitled to set forth additional tariffs for storing the delivery at the user's disposal.

#### 10.1.4. Deliveries labeling obligation

**10.1.4.1.** WEBCourier has the obligation to legibly mark all the deliveries recorded in its network with its name or commercial brand, as well as with the date of the acceptance of the recorded shipment.

**10.1.4.2.** WEBCourier has the obligation to mark all the deliveries subject to the Express service or publicity service by mail, with the following label: "Express" or, respectively, "Publicity".

**10.1.5. Confidentiality obligation**

**10.1.5.1.** WEBCourier has the obligation not to disclose and not to provide for the third parties any information related to the identity or other deponents, consigner's or consignee's personal data, or related to the contents of the delivery, unless the legal circumstances do require this fact.

**10.2. Your obligations**

**10.2.1. Obligation to pay the tariff**

**10.2.1.1.** You have the obligation to pay the appropriate tariffs that are applied by WEBCourier, under the conditions stipulated by art. 7.1 – 7.4.

**10.2.2. Obligation not to deliver certain shipments by means of the courier network**

**10.2.2.1.** You have the obligation not to record in the courier network the deliveries indicated to art. 8 and art. 9.1.

**10.2.2.2.** In case in which, in a wrongly manner, there are admitted deliveries pursuant to art. 8 and art. 9.1, the conditions indicated to art. 9.2 – 9.3 are applicable.

**10.2.3. Obligation to certify the information supplied**

**10.2.3.1.** You have the obligation to certify the fact that the statements you give regarding an internal or international delivery or related to the export or import of a delivery, are real and to be aware of the fact that any fraudulent or unreal statement regarding the delivery itself or its contents will be subject to a civil or criminal claim against you.

**11. QUALITY REQUIREMENTS**

**11.1.** WEBCourier sets forth the following quality conditions that must be complied by the performed courier services, respectively it will guaranty and has the obligation to collect and deliver to the consignee every delivery according to the following periods of time, starting with the date of acceptance herein:

**11.1.1.** For all the courier services, less the Express courier service:

- a) for the internal deliveries, the delivery terms cannot exceed:
  - 1 working day in the same place;
  - 2 working days between the county municipalities and other places in the county
  - 3 working days between any other two localities;
- b) for the international deliveries, the delivery terms cannot exceed:
  - 10 working days for intra-communitarian destinations
  - 20 working days for extra-communitarian destinations

**11.1.2.** For the Express delivery service:

- a) for the internal deliveries, the delivery terms cannot exceed:
  - 12 hours in the same locality;
  - 24 hours between the county and intra-districtal municipalities;
  - 36 hours between any other two places;
- b) for the international deliveries, the time when the delivery is on the Romanian territory cannot exceed the limits indicated in art. 11.1.3 let. a).
- c) in case of the international deliveries, the time when the shipment delivery is outside the Romanian territory cannot exceed the time when the same delivery would be outside the Romanian borders if it would be subject to the standard mailing service performed by the universal mailing suppliers.

**11.2.** WEBCourier will make all the reasonable efforts to guarantee and observe the delivery times undertook by this quality requirements, but it will also specify that for the clauses indicated at art. 13 it will not be held liable for any delays, whatsoever.

**12. WEB COURIER'S RESPONSIBILITY**

**12.1.** WEBCourier enters into this agreement with you, starting from the principle that WEBCourier's responsibility strictly limits to the direct loss and to the weight restrictions (kg/lb) from this section. All other types of losses or damages are excluded (including, but without limiting to the loss of profits, installments, future businesses), even if these are considered special or indirect and even if the risks of such losses or damages was indicated to us before or after the acceptance of the delivery, as long as you can conclude an insurance policy against the special risks.

**12.2. For internal deliveries,** WEBCourier is responsible for:

- a) in case of loss, theft or total damage:
  - 1. with the entire declared value, for a delivery that is subject to a value added courier service, less the fee afferent to the insurance of the value declared, if this fee was collected by us.
  - 2. with the entire declared value, for a delivery that is subject to any courier service for reimbursement, up to the moment when the delivery reached the consignee;
  - 3. with the entire reimbursed value, for a delivery that is subject to any courier service for reimbursement, after delivery to the addressee, when the reimbursement has not been collected from the consignee.

4. with 10 times the amount of service charge for postal items not covered by a value added courier service, but not more than the equivalent of 100 \$, and if the service charge amount exceeds 100 \$, will be compensated with rate plus 10% of its value;

- b) in case of partial loss, partial destruction or damage:
  - 1. with the declared value for the missing, destroyed or damaged part, recorded in the inventory note for shipments received that are opened for inspection, for the parcels that are subject to a value added courier service;

2. with the rate quota set forth related to the default weight of the declared value for items submitted that are closed for inspection, for the parcels that are subject to a value added courier service

3. with the rate quota of the amount indicated at let. a) point 4, which was set forth related to the default weight or the weight of the damaged package, for the parcels that are not subject to a value added courier service;

4. with the amount indicated at let. a) point 4, in case of partial loss, partial damage or breakage of the shipments, other than packages.

**12.2.1.** Besides the compensations indicated by art. 12.2 par. 1 let. a), there will be returned the tariffs collected when sending the delivery from the check-in point.

**12.2.2.** To the amounts indicated by art. 12.2 let. a) and b), the legal interest that is applicable from the moment of filing the previous claim, will be added.

**12.3. Regarding the international deliveries,** WEBCourier is liable as follows:

**12.3.1.** If a delivery combines the air transportation with the road or any other transportation manner, it will be assumed that any losses or damages occurred during the air transportation, excepting the case in which the contrary is proven. WEBCourier's liability regarding any delivery is limited, without affecting the conditions herein, to its declared or real value, to money and will not exceed the smallest value among:

- a) 100 \$ / delivery or 3,00 \$ / kg or
- b) 20,00 \$ / kg or 9,07 \$ / lb for deliveries partially or fully transported by air, with the application of the provisions ruled by The Convention of Warsaw 1929 that governs the extension of liability regarding loss, damage or delay, or
- c) 10,00 \$ / kg or 4,45 \$ / lb for deliveries fully or partially transported by railway (not applicable for US) if these transported under the requirements of The Convention for Road International Transportation of 1956 (CMR), regarding the fully or partially loss or damage of delivery

**12.4.** In case of performance of the Express service, exceeding the delivery term indicated by art. 11.1.3, WEBCourier will return the user only the tariffs additionally collected in comparison to the tariffs applicable for the standard courier service.

**12.5.** In case of the non-performance of the obligations regarded as additional characteristics of the added value services, specified by the consigner by means of special indications, only the tariffs additionally collected in comparison to the tariffs applicable for the standard courier's services, will be returned.

**12.6.** WEBCourier is not responsible for the damage or loss of package;

**12.7.** The claims limit to one delivery claim, whose settlement will be the complete and final settlement of any losses or damages regarding that delivery.

**13. LIMITATION OF WEB COURIER'S LIABILITY**

**13.1. WE SHALL NOT BE LIABLE FOR** direct or indirect losses, damages, delays, incorrect deliveries, non-deliveries, forfeiture, losses of income or profit; we also do not hold any liability even if you indicated us the generation of such damages due to but not limiting to:

- a) inappropriate or insufficient packages, security, marking, inappropriate labeling of the package by you, even if it was accepted by us.
- b) unacceptable, prohibited or forbidden deliveries;
- c) events that we cannot control, and which are brought about by natural calamities or act of God that include: earthquakes, cyclones, storms, floods, epidemics, snow, freeze, fog, electric or magnetic damages or wiping-off of the photographic, electronic images, data or other records;
- d) mechanical defects of the transportation means or equipments;
- e) latent vices or defects of the delivery;
- f) blockages, local, national or international interruptions of the air, road, railway or sea transportation;
- g) the force majeure that include strikes, embargoes, wars, accidents, local disputes, quarantine, skyjacking, the theft of delivery under threat;
- h) any action or omission made by a person who is not employed or contracted by us, including customs, public, governmental authorities, consigner, consignee, third party, customs office or other governmental office, air lines, airports;

- i) errors, discrepancies, omissions or incorrect statements supplied by you regarding the delivery;
- j) controls, inspections, withholding, forfeiture, assay made by the customs authority or other public or governmental authorities;
- k) breaching of any term herein.

**14. YOUR RESPONSIBILITY**

**14.1.** You are responsible for the damages caused to WEBCourier by the non-compliance of your contractual obligations.

**15. PREVIOUS CLAIM. SETTLEMENT MECHANISM OF THE CLAIM**

**15.1.** WEBCourier has the obligation to receive the prior claim addressed by the user who considered prejudiced by the inappropriate performance of the service.

**15.2.** The claim must be filed by the consigner or consignee on behalf of the consigner, in written form, by fax or electronic format, to the registered office of WEBCourier, within 30 days since WEBCourier took over the delivery; it will be recorded based on a registration number or, in case in which it is mail delivered, based on a letter with receipt acknowledgment.

**15.3.** The claim should be accompanied by the evidence of delivery and the proof of the capacity of claimant (consigner or consignee).

**15.4.** The claim must comprise all the relevant data regarding the loss, damage or delay caused, the weight, the amount of the declared value, the contents or any other particulars considered to be necessary. The consigner or the consignee indicates in the claim its challenges, if the claim proves to be grounded.

**15.5.** In order to consider the claim, depending on the case, you should make available to us the original package for assessment purposes.

**15.6.** The consigner can anytime waive the claim filed by the consignee.

**15.7.** We will consider the deliverance to be delivered under the best conditions if the consignee makes no reference on the transportation document when receiving the parcel.

**15.8.** The fees for the shipment delivery as well as for any other fees, should be paid by you and you are not entitled to deduct any amounts from these fees. Should these conditions are not observed, WEBCourier will hold no responsibility whatsoever.

**15.9.** Both the consigner and the consignee will undertake towards WEBCourier that will not allow to any third parties with interests upon the contents or delivery itself to file a claim or judicial action against WEBCourier, even if this is due to our negligence.

**15.10.** In case in which this claim or action is filed, you will guaranty against any consequences caused by this action or claim, including the costs that necessary for the settlement of such actions or claims.

**15.11.** In case of a courier service performed by more suppliers, the supplier who delivered the shipment or one of the intermediary suppliers are obliged to transmit the claim filed for settlement to the supplier who took over the order for that shipment.

**15.12.** When in such cases the claim proves to be grounded, the supplier who took over the order for the shipment delivery, will compensate the claimant, following that this supplier to recover such amount from the supplier found guilty of the inappropriate performance of that service.

**15.13.** WEBCourier has the obligation to permanently draw up and update a register in which there will be recorded all the claims addressed by consigners

and consignees, including the case in which the courier service is performed by more suppliers, as well as the results of these claims.

**15.14.** The period time intended for the settlement of the claim is of max. 3 months from the date of recording the claim.

**15.15.** In case in which the user's claim will be found grounded, he/she will be explained such aspect by means of a registered letter or by e-mail with receipt acknowledgment; at the same time, by means of this notification, the user is requested that, within 3 days, to communicate the manner in which he/she intends to cash in the compensations (in cash, banking wire or registered mail), following that, when applicable, to indicate the bank account or the address to which the mail will be sent.

**15.16.** Within 30 days after the favorable settlement of the claim, the applicant will be compensated pursuant to the previous provisions, depending on the type of the service chosen, with or without declared value.

**15.17.** In case of granting compensations for the loss or damage of a shipment delivery, the claimant undertakes to restitute the compensation received if the claim proved to be ungrounded (the shipment being distributed, returned or returned in the initial state, if applicable).

**16. DELIVERY INSURANCE (not valid for documents).**

**16.1.** For the internal and international deliveries subject to a delivery added value service, you have the right to complete a special value statement and to request an insurance policy or to conclude your own insurance policy, in default of which you assume all the risks regarding possible losses, damages. This provision is mandatory for packages, the insurance's role being that of covering the declared value, in case of damage compensations.

**16.2.** WEBCourier can perform for you the insurance that will cover the real value, in currency, regarding any losses or physical damages brought to the delivery, provided that you fill in the section regarding the AWB insurance and to pay the afferent insurance bonus.

**16.3.** The delivery insurance does not cover the indirect losses or damages or the losses or damages caused by delay.

**17. CUSTOMS CLEARANCE**

**17.1.** We are assigned as your "agent" for the purpose of performing, on your behalf, the import, export, customs representation, customs clearing, delivery release operations as well as any other related services subsequent to customs clearing. At the same time, you certify that we are allowed to designate a customs commissioner, broker or customs agent.

**17.2.** You have the responsibility to make available, if necessary, bearing all the afferent expenses, the additional documentation requested by the customs authorities or other public or governmental authorities. All the expenses (fines, storage fees, manipulation operations, etc) that results subsequent to an action carried out by the customs or public or governmental authority as well as the costs brought about by the impossibility of the consigner or consignee to make available this documentation will be borne by you.

**17.3.** WEBCourier holds no responsibility for possible delays, losses or damages caused by the interference with the customs officers or other governmental representatives.

**18. INSPECTION**

**18.1.** You agree that us and any other national authority, including here the customs authority, to open and inspect the shipment, without your previous endorsement.

**18.2.** If the inspection is performed by scanning with X-rays, you cannot file any claim for the damages brought about as a result of scanning.

**19. TRANSPORTATION ROUTES**

**19.1.** Both the routes and the transportation means of your delivery are subject to WEBCourier's discretion.

**19.2.** You authorize us to choose a transportation company for performing the delivery by road or by air. We reserve the right to change the transportation routes and the transporters depending on the equipment and space intended for delivery.

**19.3.** We do not make any deliveries to the P.O. Boxes.

**20. FORCE MAJEURE AND ACTS OF GOD**

**20.1.** The force majeure and the acts of God exonerate WEBCourier of any liability, should it fail to execute the contractual obligations.

**20.2.** By force majeure, we understand an event independent of the parties' will, unpredictable and insurmountable event occurred after the conclusion of the agreement and which impedes WEBCourier to partially or completely discharge its contractual obligations.

**20.2.** Should a WEBCourier invokes the force majeure, it has the obligation to make it known, either by written notifications or means of public communication, within maximum 5 days since occurrence, and the proof of existence of the force majeure and its cessations will be communicated within maximum 15 days since occurrence.

**20.3.** By Acts of God one should understand an unpredictable event independent on the parties' will, occurred after the conclusion of the agreement and which impedes WEBCourier to partially or fully execute its contractual obligations.

**21. TERMINATION OF THE AGREEMENT**

**21.1.** The individual agreement entered into between you and WEBCourier will be terminated in one of the following cases:

- a) by delivery of the shipment the consignee (the parties' responsibility is still effective to this moment);
- b) parties' agreement;
- c) at the expiry of the keeping term indicated herein;
- d) by the impossibility to discharge the contractual conditions during a period of 6 months, due to the acts of God;
- e) by the unilateral termination of the agreement, claimed by the supplier, in circumstances indicated herein.

**22. GOVERNING LAW**

**22.1.** Any litigation occurred from or in relation herein will be amiably settled. Otherwise, the litigation will be deferred to the Court Law in Timisoara, observing the Romanian legislation, and you will also compulsory observe this jurisdiction, excepting the case in which this fact contradicts the applicable jurisdiction.

**22.2.** The term for submitting the summon is of 6 months for the internal services and 1 year for the international services.

**22.3.** If you address a summon to the court, this summon will be accompanied by the proof indicating that you complied with the previous petition procedures.