



CONDITIONS OF CONTRACT

In tendering the shipment described herein for carriage, Shippers agree to these conditions of contract, which no employee or agent of the parties may alter or vary in any way, unless expressly authorised to do so in writing by an officer or Midnite Express International Couriers Limited (MNX).

1. This airway bill is non negotiable, and has been prepared by him, or on his behalf by MNX.
2. MNX – Shall not be liable for any loss, damage, delay, mis-delivery or non delivery, or other result caused by –
 - a) The act, default or omission of the consignee or consignor.
 - b) The nature of the shipment or defect or inherent vice thereof.
 - c) Improper or insufficient packing, securing, or addressing, or any other violation of the terms contained in this contract.
 - d) Acts of God, perils in the air, public enemies, hazards incident to a state of war, or any other factor beyond the control of MNX.

3. **LIMIT OF LIABILITY:**

For loss of any consignment, or for damage, deviation, misdelivery, delay, or detention of any consignment, shall be limited to the value of the consignment or £100.00 whichever is the lesser.

MNX shall not in any case be liable for indirect or consequential damages or loss of a particular market. Any claim made by the shipper must be notified to the company within 14 days of the delivery in respect of damage, and within 30 days of the shipment date in respect of loss.

4. The Consignor and consignee shall be liable jointly, for all unpaid charges payable on account of a shipment pursuant to this contract and to pay, indemnify and/or hold harmless MNX for any and all claims, fines, penalties, damages, costs, or other sums as may be incurred, by reason of any violation of the conditions of this contract by the shipper, consignee or other agents.
5. All fees are due when the invoice is rendered, overdue accounts will be assessed interest calculated at the then current prime lending rate.
6. MNX is hereby granted a lien and security interest in all goods being shipped for all sums due and payable to MNX, and MNX has the right to all remedies under the Uniform Commercial Code or other applicable laws for failure to pay said sums when due. MNX shall be entitled to dispose of said goods by private or public sale paying itself the proceeds thereof any and all sums due is payable, plus any storage costs.
7. Any dispute, lawsuit, or other litigation shall be resolved pursuant to the laws of the land in a court of competent jurisdiction in the United Kingdom.
8. MNX will, as agent for and at the written request of the customer, endeavor to arrange shipment insurance.