

AJEX Terms and Conditions of Carriage of Goods

1. THE AJEX WAYBILL

The use of the AJEX waybill is mandatory to ship with AJEX services. The shipper acknowledges that it has been prepared by the shipper or by AJEX on behalf of the shipper. The shipper warrants that it is the owner of the goods transported hereunder or the authorized agent of the owner of the goods. It at this moment accepts AJEX terms and conditions for itself and as agent for and on behalf of any person having any interest in the shipment.

2. SHIPPER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

The shipper warrants that AJEX has not declared each article in the shipment adequately described in this Airway Bill unacceptable for transport. The shipment is properly marked, addressed, and packaged to ensure safe transportation with ordinary care in handling. The shipper warrants that all laws and regulations of Saudi Arabia, to, from, through, or over which the shipment may pass, have been complied with. The shipper certifies that all information provided to AJEX or outlined in this AJEX waybill is accurate and complete.

The shipper agrees to indemnify and hold AJEX harmless for any claim, liability, or expense arising from the shipper's failure to comply with any applicable law or regulations.

The shipper at this moment acknowledges that AJEX may abandon and/or release any item consigned by the shipper to AJEX, which AJEX has declared to be unacceptable or which the shipper has undervalued or misdescribed, otherwise, without incurring any liability whatsoever to the shipper. The shipper will save, defend, indemnify, and hold harmless from all claims, damages, fines, and expenses arising out of any breach of the shipper's obligations under this paragraph.

The shipper shall be solely liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to the shipper or warehousing the shipment pending disposition.

The shipper acknowledges that AJEX is not a common carrier and that AJEX reserves the right to refuse or abandon the carriage or transportation of any goods for any person, firm, or company and the carriage or transport of any class of goods at its discretion.

3. RIGHT OF INSPECTION OF SHIPMENT

AJEX has the right, but not the obligation, to inspect any shipment, including, without limitation, opening the shipment. About each shipment, AJEX reserves the right to correct any under-declaration or weight and re-invoice the customer accordingly.

4. LIEN IN GOODS SHIPPED

AJEX shall have a lien in any goods shipped for all transportation charges, advances, or other charges of any kind arising out of transportation hereunder and may refuse to surrender possession of the goods until such charges are paid.

5. LIMITATIONS OF LIABILITY

Without prejudice to Clauses 7 and 8, the Liability of AJEX is as per the following table:

Damage	Up to USD 100
Loss	Up to USD 100
Late Delivery	Up to 50% of the freight amount on one future order (no compensation for reasons beyond control)
Shipment not delivered	Up to USD 100

6. ACTUAL VALUE

The actual value of a parcel (which term shall include any item of commercial value transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale, or fair market value at the time and place of the shipment, whichever is the less. In no event shall such value exceed the original cost of the article paid by the shipper plus 10%.

7. CONSEQUENTIAL DAMAGES EXCLUDED

AJEX shall not be liable, in any event for any consequential or special damages or loss of profit or other indirect loss, whether or not AJEX had acknowledged that such damages might be incurred, including but not limited to loss of income, profits, interest, utility, or loss of market or any penalties.

8. LIABILITIES NOT ASSUMED

While AJEX will endeavor to exercise its best efforts to provide expeditious delivery by regular delivery schedules, AJEX will not, under any circumstances, be liable for delay in pick up, transportation, or delivery of any shipment, regardless of the cause of such delay. Further, AJEX Express shall not be liable for any loss, damage, mis-delivery on non-delivery:

- A. due to force majeure which can be Act of God, force significant occurrence or any cause reasonably beyond the control of AJEX; or
- B. Caused by:
 - I. The act, default, or omission: of the shipper, the Consignee, or any other party who claims an interest in the shipment (including violation of any term or condition hereof) or of any person other than AJEX or any other Government official. Or of any Postal Service, forwarder to other entity or person to whom the shipment is tendered by AJEX transportation to any location not regularly served by AJEX regardless of whether the shipment requested or had knowledge of such third-party delivery arrangement.
 - II. The nature of the shipment or other defect, characteristic, or inherent vice thereof,
 - III. Electrical or magnetic injury, ensure, or other such damage to electronic or photographic images or recordings in any form.

9. CLAIMS

A. All claims due to damage, delay or loss must be notified to AJEX in writing within 30 calendar days after the shipment was accepted by AJEX, failing which no action for damages or loss may be brought against AJEX.

B. No claim for loss or damage will be entertained until all transportation charges have been paid. Such a claim may be deducted from any transportation charges owed to AJEX.

10. APPLICABILITY

These terms and conditions shall apply to and inure to the benefit of AJEX, its authorized agents, affiliated companies, their officers, directors, and employees.

11. MATERIALS NOT ACCEPTABLE FOR TRANSPORTATION

AJEX will not carry any IATA restricted articles or any article which by its value or characteristics is considered by AJEX as not acceptable for transportation, for safety or legal reasons.

12. COLLECT SHIPMENTS

AJEX has agreed to bill the consignee for the shipment cost, AJEX reserves the right to refuse delivery until all transportation and other charges have been paid. If the consignee refuses to pay, the shipper will be liable for all such charges, including, without limitation, costs of returning the shipment if required.

13. GOVERNING LAW

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of AJEX, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

14. SEVERABILITY

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions