

CAP WORLDWIDE

HAND-CARRY TERMS AND CONDITIONS

§ 1 Definitions

“CWW” means CAP Worldwide, Inc. with its principal place of business at 4140 Jackson St., Denver, CO 80216. The “Client” means the shipper, consignor, consignee, owner, and receive of the goods; “Contract” means this contract between CWW and the Client for the supply of the Services; “Goods” means goods or documents of whatever nature (whether in bulk or in one or more packages) which CWW has accepted for transportation from one address to another by on board courier; “Prohibited Items” means any Goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in or over which the Goods may travel; “OBC” means On-Board Courier; “Services” means the services of an OBC on board courier service arranged by CWW to the Client.

§ 2 Acceptance of Terms and Conditions:

(1) These CAP Worldwide Hand-Carry Terms and Conditions constitute the entire agreement between the Parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of CWW which is not set out in the Contract.

(2) The terms of these terms and conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

(3) If the order is confirmed and then is subsequently cancelled, handling and/or cancellation charges due to airline ticketing may apply. The charges shall include actual costs incurred by CWW and a CWW service charge. All cancellation charges are subject to CWW’s reasonable discretion.

§ 3 Subject Matter:

CWW offers to Clients an on board courier service for the shipment of documents or parcels from one destination to another at the request of the Client.

§ 4 Deadlines or performance problems:

CWW will use its reasonable endeavors to ensure that required transport deadlines are met in the context of actual possibilities dependent on the availability of flights and other transport. Time shall not be of the essence for the performance of the Services.

§ 5 Obligations of the Client:

(1) The Client shall provide all information necessary for CWW to provide the Services and to comply with all applicable regulations.

(2) The Client will provide to CWW full details of the Goods, the value of the Goods, the dimensions and weight of the parcels.

(3) The Client will be responsible for providing all the necessary paperwork, including customs pre-clearance, payment of VAT, tax/duty and other taxes and fully complying with all import and export laws and clearance requirements. The requisite documents must be available when CWW collects the Goods.

(4) The Client will ensure that the Goods are packaged appropriately for transport. CWW reserves the right to inspect the Goods for security screening, which could include the use of X-ray, explosive trace detection and other security screening methods and the Client accepts that the package containing the Goods may be opened and the contents of the package may be examined at any time.

(5) The Client declares that it has prepared the Goods for carriage and the performance of the Services by CWW in secure premises using reliable staff and that the package containing the Goods has been safeguarded against unauthorized interference during preparation, storage and transportation immediately prior to the acceptance for carriage by CWW.

(6) The Client must ensure and certify to CWW that the Goods do not contain a Prohibited or Dangerous Item or Goods forbidden for transport by air as defined in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the operating air carrier’s as defined in the regulations of ICAO regulations or other national or international regulations that govern aviation security.

(7) The Client has taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data, including if practicable encryption of the personal data to ensure the safety of the personal data in the event of loss or mis-delivery of the Goods.

(8) The Client is responsible at its own expense for determining export and import licensing or permit requirements for the shipment of the Goods, including obtaining any required licenses or permits.

(9) The Client warrants that it will not furnish to CWW any Goods for the Services which may breach of any applicable laws or regulations, and that neither the Goods nor the Client nor any of the parties involved in the shipment of the Goods are listed on any of the United Kingdom, European Union, or United Nations or United States of America sanction lists.

(10) The Client certifies that all statements and information it provides relating to the exportation and importation of the Goods will be true and correct.

(11) The Client acknowledges that in the event that it has made untrue or fraudulent statements about the Goods, it risks a civil claim and/or criminal prosecution, the penalties for which include forfeiture and sale of the Goods. To the extent that CWW may voluntarily assist in completing any customs or other formalities, such assistance will be given at the sole risk of the Client.

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(12) The Client will indemnify and hold CWW harmless from any claims costs, liabilities, expenses, fines, penalties, charges and damages which may be incurred by which may be brought against CWW arising from the information that the Client has provided to CWW and any costs that CWW may incur regarding this and will also pay any administration fees CWW may charge for providing the Services described in this condition.

(13) The Client will pay any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses that CWW may incur as a result of the actions of customs or other governmental authorities or the Client's failure and/or the recipient's failure to provide proper documentation and/or to obtain the required licenses or permits will be charged to the Client and the Client shall defend and indemnify and keep indemnified CWW, its officers, employees, agents and sub-contractors against any and all costs damages, liabilities, fines, penalties, duties, taxes, charges or expense whatsoever incurred by CWW in respect of the carriage of any Goods. CWW's right to a defense is separate and apart from its right to indemnification.

(14) The Client acknowledges that CWW shall have the right to open and inspect the Goods if necessary.

§ 6 Refusal of carriage:

(1) CWW reserves the right to refuse to provide the Services if the Goods are not provided at the agreed time for transport or the Goods do not comply with the requirements of Condition 5 or excluded under this Condition 6.

(2) CWW excludes from its OBC on board courier service (A) Goods weighing over 32kg (exceptions only on selected routes and with proper knowledge and agreement of CWW) per package, (B) Goods that exceed the maximum dimensions in inches (LxWxH) 275x60x80 (depending on aircraft type and loading gauge except where specifically agreed by CWW), (C) Goods that do not comply with the IATA General Conditions of Carriage of the International Air Transport Association ("IATA") and the International Civil Aviation Organization ("ICAO") and those of the operating air carrier, (D) Goods, which are subject to export controls or is required for a special permit or import license; (E) Goods that are Prohibited or Dangerous Items or Goods that are prohibited for any legal or security related reason especially Goods that are not allowed on board an aircraft in accordance with ICAO regulations, applicable laws, regulations and other provisions for transport, (F) Goods with non-approved food and perishables, unless the required approvals are available and provided to CWW, (G) any Goods which are, in the opinion of CWW, dangerous goods, including, but not limited to, those specified in the ICAO's Technical Instructions, the IATA's dangerous Goods Regulations, or any other national or international rules applicable to the transport of, or the performance of other services regarding dangerous goods.

(3) Further, CWW excludes: Value loads (including, but not limited to cash, money orders, checks, stamps, bearer, travellers' checks, jewelry, gold and precious metals, precious stones), subject to IATA DGR, tobacco, animals and plants.

(4) CWW reserves the right to review each and every shipment of Goods passed to them if necessary by opening it before checking into the designated flight. After inspection, CWW may suspend or terminate the Services if the Goods do not comply with the Contract these terms and conditions. The final decision for the implementation of the transport of Goods is the responsibility of the carrier. CWW will not be liable to the Client for a rejection of the carriage of the Goods by the operating air carrier. If the Goods are rejected by an operating air carrier, CWW will inform the Client.

(5) The Client shall defend, and indemnify and keep indemnified CWW against any loss, damage, liabilities costs or expenses of whatsoever nature caused to suffered or incurred by CWW and its officers, employees, agents or subcontractors arising out of any act or omission of the Client or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise. CWW's right to a defense is separate and apart from its right to indemnification. CWW will not be liable for any act or omission of any customs, security, airline, airport or government official.

(6) CWW will not be liable for any delays, losses or damages caused by the actions of any customs officers, or other governmental authorities or an operating air carrier.

§ 7 Delivery obstacles, defaults:

(1) If a delivery of the Goods to the recipient is not possible or if there are other impediments, CWW will notify the Client about the non-delivery of the Goods and obtain instructions on how to proceed and the Client will be responsible for any additional costs.

(2) CWW shall not be liable to the Client or any third party as a result of any delay or failure to perform its obligations under this Contract as a result of a force majeure event or otherwise. For the purposes of this Contract, force majeure event means an event beyond the reasonable control of CWW, including but not limited to strikes, lockouts or other industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, any sanctions imposed by any government or regulatory body, criminal acts of third parties such as theft and arson, accident, breakdown of plant or machinery, fire, flood, storm or other adverse conditions or default of suppliers or subcontractor or any other events, circumstance and causes beyond its reasonable control.

(3) If the performance of the Services is delayed or rendered impossible for reasons outside of CWW's control, CWW is released from its obligations to perform.

(4) CWW shall be under no liability to the Client or the Goods in the event the OBC is obliged to comply with any customs or official regulations in any relevant country. The Client acknowledges that the OBC may be required to open the Goods and that the Goods may be detained or inspected and that the Client shall be liable for any additional costs or liability of the detainment of the OBC or Goods caused by any obligatory inspection by any customs or official regulations.

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§ 8 Payment

(1) Invoices from CWW are due and payable immediately upon receipt of invoice. Charges imposed by authorities (including but not limited to airport fees), surcharges, war risk insurance, fees, taxes, storage costs, and other costs that are incurred during the implementation of the air transport are additional charges payable by the Client.

(2) All amounts payable by the Client under the Contract are exclusive amounts in respect of value added tax ("VAT") chargeable for the time being. Where any taxable supply for VAT purposes is made under the Contract by CWW to the Client, the Client shall, on receipt of a valid VAT invoice from CWW, pay to CWW such additional amounts in respect of VAT as are chargeable on the supply of the Services.

(3) Any payment which is past due shall be subject to an additional charge of one and one-half percent (1-1/2%) per month of the outstanding balance due or the maximum interest rate permitted by applicable law, whichever is less, together with all collection costs, including reasonable attorney fees, incurred by CWW.

(4) The Client shall pay all amounts due under the Contract in full without any setoff, counterclaim, and deduction or withholding (except for any deduction or withholding required by laws).

(5) If the Client fails to make payment of an invoice on the due date, CWW may suspend the provision of the Services until full payment has been made.

(6) No set-off, deduction or counterclaim (whether arising in respect of these Terms and Conditions or any other carriage) shall entitle the Client to withhold payment of any sums whatsoever payable to CWW under or by reason of these Terms and Conditions. In the event that the Client is required to withhold any part of any payment payable by it to CWW hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, CWW shall receive from the Client the full amount of such payment.

§ 9 Transport Insurance

(1) Title and risk in the Goods will at all times remain with the Client.

(2) The Client will be responsible for ensuring that the Goods are fully insured at all times, including appropriate transport insurance, at its own cost.

(3) The Client undertakes to CWW that it will not permit any other person who has an interest in the Goods to bring a claim or action against CWW and if a claim or action is made, the Client will fully indemnify CWW against the consequence of the claim or action and the costs and expenses that CWW has incurred in defending the claim.

§ 10 Anti-Corruption

The Client undertakes and ensures that each person connected with the provision of services either directly or indirectly, will fully comply with all applicable bribery and anti-corruption laws.

§ 11 Liability

(1) Nothing in these conditions shall limit or exclude CWW's liability for:

(1a) death or personal injury caused by its gross negligence;

(1b) anything that can be excluded by law.

(2) Subject to condition 11(1):

(2a) CWW's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the subject matter of the Contract shall not exceed a sum equal to the price paid by the Client for the Services that are the subject of the claim; CWW shall not be liable to the Client for any loss (whether directly or indirectly caused and whether foreseeable or not) of profits, contracts, business, opportunities, revenue, turnover, management time, reputation or goodwill.

(2b) the Warsaw Convention of 1929 or the Warsaw Convention as amended by the Hague Protocol of 1955 and/or the Montreal Protocol number 4 of 1975 or the Montreal Convention of 1999, whichever is compulsorily applicable will apply to this Contract and limit CWW's liability for loss, damage or delay in the shipment of the Goods to 19 special drawing rights per kilo;

(2c) CWW will not be liable for any damage as a result of the improper packaging, sealing or labelling of the Goods, or any damage caused to the Goods by any courier, customer, airline or airport or immigration official or employee.

3. Any damage to the Goods must be reported immediately to CWW. Any claims must be made within 7 days of the receipt of the shipment of the Goods at their destination.

4. CWW shall not be liable for any Client confidential data or material that is disclosed or released through the provision or delivery of the Services.

5. It is agreed that CWW is not a common carrier and CWW does not accept any liabilities of a common carrier.

§ 12 General

(1) Notices: Any notice or other communication given to a party under or in connection with the Contract shall be in writing, in English and addressed to that party at its registered office or such other address as that party may have specified to the other in writing in

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accordance with this clause and shall be delivered personally, sent by prepaid first class recorded delivery post or by commercial courier or email.

(2) Severance: If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

(3) Waiver: A waiver of any right under the Contract or law is only affected if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

(4) Pre-contract statements: Each of the parties acknowledges and agrees that, in entering into this Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to these terms and conditions or not) relating to the Services.

(5) Governing Law: This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado.

(6) Jurisdiction: Each party irrevocably agrees that the state and federal courts serving Denver, Colorado shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). Should CWW successfully defend itself or any legal actions brought by any party with an interest in this Shipment, CWW shall be entitled to reasonable attorney fees and costs from Client.