

ACS AIR COURIER SERVICES (CYPRUS) LTD  
GENERAL TERMS OF CARRIAGE

The shipper agrees to the terms and conditions set out in the present document respecting the carriage of parcels and documents via the ACS AIR COURIER SERVICES (CYPRUS) LTD shipping/delivery system. No one has the authority to modify or to annul in any way the present terms and conditions, neither a representative of ACS AIR COURIER SERVICES (CYPRUS) LTD, such as an agent or an employee, nor the shipper.

**Article 1.** Every Collection-Delivery Voucher of ACS AIR COURIER SERVICES (CYPRUS) LTD is a non-negotiable document and the shipper acknowledges that it was completed either by him/her or by ACS AIR COURIER SERVICES (CYPRUS) LTD acting on his/her behalf and upon his/her request. The shipper declares and accepts that he/she is the owner or the holder or the representative of the owner or of the holder, of the shipped goods as described in the respective Collection-Delivery Voucher of ACS AIR COURIER SERVICES (CYPRUS) LTD. As well, the shipper presently declares that he/she accepts unconditionally ACS AIR COURIER SERVICES (CYPRUS) LTD's terms of carriage. <Consignment> means any document or parcel which is transported under one bill of lading (collection voucher) by any mode of transport that ACS AIR COURIER SERVICES (CYPRUS) LTD chooses, including air, sea, road (land), or by a mode of transport of another carrier.

**Article 2.** The shipper warrants that:

- a) Every article which is mentioned in each Collection-Delivery Voucher of ACS AIR COURIER SERVICES (CYPRUS) LTD is described precisely and according to the applicable law.
- b) The sender's and recipient's required information, data and full address, have been entered correctly regarding the carried consignment.
- c) The consignment has been packaged appropriately in order to secure its safe carriage.
- d) He/she will pay any additional charges that may occur during the carriage, the return or the storage of the articles.

**Article 3.** ACS AIR COURIER SERVICES (CYPRUS) LTD has the right but not the obligation to inspect the contents of the consignment which it undertakes to carry as well as to refuse to carry articles for which the shipper refuses inspection by an ACS AIR COURIER SERVICES (CYPRUS) LTD representative. As well, ACS AIR COURIER SERVICES (CYPRUS) LTD has the right not to proceed with the carriage of a consignment, either during collection or during any moment in time following its collection, if there are indications of prohibited contents or if the recipient's data is insufficient or if a customs statement has not been submitted although required by the applicable customs regulations and/or the consignment is not accompanied by the statutory tax documents provided by law.

**Article 4.** ACS AIR COURIER SERVICES (CYPRUS) LTD has the right to hold or not to deliver, until full settlement, any article it may carry in order to recover the expenses it may incur from the carriage (freight – waybills, any additional costs incurred during carriage such as duties or taxes required under applicable laws and regulations, customs broker fees, expenses incurred during the return or storing of the items etc.).

**Article 5.** ACS AIR COURIER SERVICES (CYPRUS) LTD undertakes the carriage of consignments with payment by the recipient only within Cyprus and Greece. In the case of refusal of payment by the recipient, for whatever reason, the shipper assumes the responsibility of settling the bill with ACS AIR COURIER SERVICES (CYPRUS) LTD.

**Article 6.** ACS AIR COURIER SERVICES (CYPRUS) LTD also undertakes consignments such as purchases, cash on delivery (COD) and carriage, by placing orders over the phone or electronically (no need for submission of orders in writing). In these cases, the person who places the order (the assignee) has the same rights and obligations as the entity referred to as «shipper» in the Collection-Delivery Voucher of ACS AIR COURIER SERVICES (CYPRUS) LTD. If the COD service is opted for in another way than in cash (bills such as a cheque, promissory note, etc.), ACS AIR COURIER SERVICES (CYPRUS) LTD has no responsibility for the date, the validity or the other information of the bill (cheque, promissory note, etc.), while the responsibility for the date relates exclusively to the agreement between the sender and the addressee.

**Article 7.**

**a)** The liability of ACS AIR COURIER SERVICES (CYPRUS) LTD for failing to provide courier services for the carriage of numerous postal items and/or for the provision of postal services over long periods of time, and to whom discounts are given on the basic charges of ACS AIR COURIER SERVICES (CYPRUS) LTD's official tariff schedule and/or special lower prices relatively to the basic charges of the said services, and/or credit for the provision of services through the use of the password (code), the specific terms and agreements referred to in such contracts are in effect, as in these cases these limits are understood as the maximum limits of the declared value of the insured item. The individual compensation paid in any case for total loss, theft, damage of an uninsured envelope or package cannot exceed the actual value \* of the envelope and with a maximum amount of €70 per consignment or the actual value of the package(s) and with the maximum amount of €220 per consignment.

(\* Actual value means:

- for documents - the cost of their preparation or replacement or reproduction or redrafting,
- for items - their repair cost or cost of replacement or purchase (in the condition they were at collection), as proven by the submitted relevant documentation, taking always into consideration the lesser of the above stated limits. ALL OF THE ABOVE HOLD AS WELL FOR CONSIGNMENTS OF DECLARED VALUE WHEN THEY ARE NOT INSURED. ACS AIR COURIER SERVICES (CYPRUS) LTD is liable only up to the limits that are specified above and in no case liable for any kind of loss or damage (including but not limited to all kinds of special or consequential damage, loss of profit), even if the risk of such loss or damage was brought to ACS AIR COURIER SERVICES (CYPRUS) LTD's attention before or after acceptance of the consignment by ACS AIR COURIER SERVICES (CYPRUS) LTD. Any claims filed by the shipper or third parties are limited to only one liability claim per consignment and up to the limit which is strictly specified above. The settlement of the said claim will be full and final for all loss or damage in connection therewith. The shipper unconditionally accepts the liability limits that are specified above and declares that he waives any additional claims against ACS AIR COURIER SERVICES (CYPRUS) LTD for any special or consequential damage or loss of profit arising from any cause whatsoever. Every international carriage is governed by the terms and restrictions of the current international conventions CMR, Warsaw, COTIF-CIM.

ACS AIR COURIER SERVICES (CYPRUS) LTD has no knowledge of the consignment's contents. In the event that the Assignee/Shipper, that is the person who is knowledgeable of the contents, does not undertake to insure the contents through ACS AIR COURIER SERVICES (CYPRUS) LTD by paying the respective premium, then he/she unconditionally acknowledges and accepts that the value of the contents is in every case lower than the limits set out in article 7 (a & b), and in the event of loss or damage to the consignment he/she is solely responsible for all contents exceeding the limits stated in article 7 (a & b).

**Article 8.** In the case the shipper opts to insure the consignment carriage, insurance coverage will be provided by the insurance company with which ACS AIR COURIER SERVICES (CYPRUS) LTD cooperates, according to the following insurance premiums:

Value of shipped articles	Domestic insurance premium	International insurance premium
up to €600	€6.00	€25
up to €1.000	€10.00	
up to €1.500	€15.00	1% of the insured value
up to €3.000	€30.00	
above €3.000	Following communication with ACS AIR COURIER SERVICES (CYPRUS) LTD The prices do not include VAT	

In the event of loss, theft or destruction of shipped items of value exceeding the amounts specified per case of article 7(a & b) above, the liability claim for the amount in excess is valid only if the value of the shipped item has been declared and if the item has been insured to the declared value, and upon condition that any additional cost for insuring the consignment (insurance premium) has been paid in advance to ACS AIR COURIER SERVICES (CYPRUS) LTD

It is strictly agreed that should the Assignee or the Shipper or a third party also insure the items carried by ACS AIR COURIER SERVICES (CYPRUS) LTD with another insurance company of his/her choice (over and above the insurance coverage that ACS S.A provides as per article 7 (a & b)), ACS AIR COURIER SERVICES (CYPRUS) LTD 's total liability to that insurance company as well as to any other third party will not exceed the liability limits set out in article 7 (a&b) above. It is understood that ACS AIR COURIER SERVICES (CYPRUS) LTD will pay compensation only if ACS AIR COURIER SERVICES (CYPRUS) LTD is proven responsible for the destruction, loss or theft of the item. In the event that the shipped items have been insured with another insurance company or according to an insurance policy of the Assignee's or the Shipper's or a third party's choice, he/she declares and warrants that a clause has been included in the insurance policy which waives all rights of subrogation of the insurance company against the transporter, and that he/she is liable to ACS AIR COURIER SERVICES (CYPRUS) LTD for any damages that ACS AIR COURIER SERVICES (CYPRUS) LTD may incur from the omission of the said clause in the said insurance policy.

**Article 9.** ACS AIR COURIER SERVICES (CYPRUS) LTD will make every reasonable effort and will assume all necessary actions to achieve fast delivery as per its operations plan and the delivery times which are published on the Company's website at [www.acscyprus.com](http://www.acscyprus.com) as well as in the current tariff schedule and special offers of ACS AIR COURIER SERVICES (CYPRUS) LTD.

However, in no case will ACS's liability for a delivery delay exceed the limits that ACS AIR COURIER SERVICES (CYPRUS) LTD pays for cases regarding the loss of uninsured consignments according to the details set out in article 7 above. ACS AIR COURIER SERVICES (CYPRUS) LTD 's liability is strictly limited to the amounts set out per case in article 7 (a & b) above and in no case is ACS AIR COURIER SERVICES (CYPRUS) LTD liable for any kind of loss or damage (including but not limited to all kinds of special or consequential damage, loss of profit), even if the risk of such loss or damage was brought to ACS AIR COURIER SERVICES (CYPRUS) LTD 's attention before or after acceptance of the consignment by ACS AIR COURIER SERVICES (CYPRUS) LTD The shipper unconditionally accepts the liability limits that are specified above and declares that he/she waives any additional claims against ACS AIR COURIER SERVICES (CYPRUS) LTD for any special or consequential damage or loss of profit arising from any cause whatsoever. Any misunderstanding by the customer regarding the delivery times as well as any note, remark or marking on the Collection-Delivery Voucher/Consignment note or on the consignment to this effect is invalid and is the customer's own responsibility. Any different understanding by the customer of the delivery times is invalid or any written addition, remark or note made on the Collection-Delivery Voucher or on the consignment is also invalid and is the customer's own responsibility. ACS AIR COURIER SERVICES (CYPRUS) LTD has no liability whatsoever for delays in the collection, carriage or delivery of consignments or for any loss, special or consequential damage or loss of profit, physical damage, mis-delivery or non-delivery due to Force Majeure Events or unforeseen circumstances, which include, without limitation:

- a) Any unforeseen events which are beyond reasonable control (accident, severe weather conditions, disruptions/delays in modes of transport etc.).
- b) Any act of omission or erroneous directions by the shipper or the recipient or any other third party having an interest in the specific consignment.
- c) Special damage, decay or destruction which may occur due to the type of contents of the consignment.

ACS AIR COURIER SERVICES (CYPRUS) LTD has no liability to compensate the sender / recipient / assignee / client / user for damages relating to any consignment and due to any cause if they have not settled on time all financial obligations they may have towards ACS as per the relative agreement between them, including any insurance premiums. ACS AIR COURIER SERVICES (CYPRUS) LTD is entitled to set off the compensation amounts by any debts due by the person entitled for compensation.

**Article 10.** All claims must be made by the payee and submitted in writing at ACS AIR COURIER SERVICES (CYPRUS) LTD's central office or at the closest ACS AIR COURIER SERVICES (CYPRUS) LTD store within a period of six (6) months from the date the consignment was collected by ACS AIR COURIER SERVICES (CYPRUS) LTD

**Article 11.** ACS AIR COURIER SERVICES (CYPRUS) LTD does not undertake the carriage of postal items if the carriage conflicts with the law or it involves articles that are prohibited or restricted by the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO) or any other competent public authority or organization, or are included in the list of prohibited articles for carriage as specified on ACS AIR COURIER SERVICES (CYPRUS) LTD 's web site at [www.acscourier.gr](http://www.acscourier.gr). In all cases ACS AIR COURIER SERVICES (CYPRUS) LTD does

not undertake the carriage of money via postal services, except by special COD services, money collections on behalf of third parties or wire transfers.

**Article 12.** In the case that the consignment collection or the delivery is made through the use of a Personal Digital Assistant (PDA) device for entering the consignment collection and delivery data (particulars), the electronic signature (of the shipper or the recipient) entered in the PDA is deemed to be equivalent to the signing the present document.

**Article 13.** Any dispute arising between ACS AIR COURIER SERVICES (CYPRUS) LTD and the user shall be subject to the non-exclusive jurisdiction of the courts of Nicosia.

**Article 14.** Terms of undeliverable postal

As undelivered items marked:

- a. Those which could not be delivered to the receiver for any reason,
- b. Those that have been legitimately withheld from the ACS AIR COURIER SERVICES (CYPRUS) LTD and
- c. Those that could not be delivered to the receiver and the same time are not possible to inform the sender.

The company reserves the undelivered items, for six months. After of this period the items will be destroyed

The company try to deliver the undelivered items within the specified time for delivery. If this is not possible, informed the manager to manage the item.

The company has every right to hold or not to deliver any items to ensure the cost of transportation (freight, cargo manifest, taxes, duties, etc), until to paid. Items whose value is equal to the cost of transport, remain in company.